Holland & Knight

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jerry.sanders@hklaw.com 214.969.1352

May 17, 2022

VIA FEDERAL EXPRESS

Bureau of Ocean Energy Management Gulf of Mexico OCS Region & Atlantic Activities 1201 Elmwood Park Blvd. New Orleans, Louisiana 70123-2394

Re: Cantium, LLC / Regions Bank

Dear Sir or Madam:

Enclosed please find **one original and two copies** of the following document:

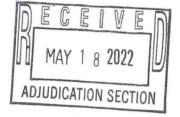
First Amendment to Act of Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement from Cantium, LLC to Regions Bank, as Administrative Agent, dated as of April 29, 2022 (Category No. 1 – Mortgage, Deed of Trust, Security Agreement) and (Category No. 98 – Pipeline Filing Documents)

Please place the original of this non-required document filing in your oil and gas lease records under the following leases:

OCS-G 0165	OCS-G 0166	OCS-G 0369	OCS-G 0370	OCS-G 0373	OCS-G 0374
OCS-G 0375	OCS-G 0377	OCS-G 0378	OCS-G 0379	OCS-G 0386	OCS-G 0387
OCS-G 0390	OCS-G 0391	OCS-G 0392	OCS-G 0595	OCS-G 0685	OCS-G 1295
OCS-G 1315	OCS-G 1316	OCS-G 1373	OCS-G 1623	OCS-G 4125	OCS-G 1297
OCS-G 1312	OCS-G 1313	OCS-G 1317	OCS-G 1367	OCS-G 1372	OCS-G 1452
OCS-G 1634	OCS-G 30101	OCS-G 30219	OCS-G 3194	OCS-G 36224	OCS-G 36228
OCS-G 36229	OCS-G 4123	OCS-G 4127	OCS-G 4903	OCS-G 8461	OCS-G 3338

Please place one of the copies of this non-required document filing in your in pipeline records under the following leases:

OCS-G 28264	OCS-G 28675 *	OCS-G 28679	OCS-G 28988	OCS-G 29095	OCS-G 29199
OCS-G 29239	OCS-G 29244	OCS-G 4851	OCS-G 8940		



To: Bureau of Ocean Energy Management Gulf of Mexico OCS Region & Atlantic Activities May 17, 2022 Page 2

Enclosed are the proofs of payment through pay.gov in the amount of (i) \$1,214.00 (Mortgage) and (ii) \$290.00 (Pipeline) covering the cost of filing the enclosed Mortgage in the forty-two (42) leases and the ten (10) pipeline leases.

For your convenience, enclosed is self-addressed, postage-prepaid stamped envelope for your use in returning to me a stamped copy for our records using the remaining enclosed copy.

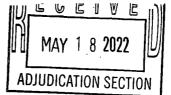
If you have any questions, please call me toll free at (800) 777-9696, extension 1352.

Thank you for your attention to this matter

Very truly yours,

Ferry Sanders Paralegal

Enclosures



FIRST AMENDMENT TO ACT OF MORTGAGE, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT

THIS INSTRUMENT IS A MULTIPLE INDEBTEDNESS MORTGAGE.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY AND FUTURE ADVANCE PROVISIONS.

THE SECURITY INTEREST CREATED BY THIS INSTRUMENT ATTACHES TO THE INTEREST OF MORTGAGOR IN MINERALS OR THE LIKE (INCLUDING OIL AND GAS) AS EXTRACTED AND TO THE ACCOUNTS RESULTING FROM THE SALE THEREOF AT THE WELLHEAD. THIS INSTRUMENT COVERS THE INTEREST OF MORTGAGOR IN FIXTURES. THIS FINANCING STATEMENT MAY BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE MORTGAGE AND UCC RECORDS. PRODUCTS OF THE COLLATERAL ARE ALSO COVERED.

THE MAXIMUM AMOUNT SECURED BY THIS MORTGAGE IS \$300,000,000.00.

FROM

CANTIUM, LLC

(Mortgagor, Debtor and Grantor)

TO

REGIONS BANK, as Administrative Agent (Mortgagee, Secured Party and Grantee)

April 29, 2022

For purposes of filing the Mortgage as a financing statement, Cantium, LLC is a limited liability company organized under the laws of the State of Delaware and its mailing address is 111 Park Place, Suite 100, Covington, LA 70433, Attention: Kenneth H. Beer, Chief Financial Officer. The mailing address of Regions Bank ("Mortgagee") is 1180 West Peachtree Street, Atlanta, Georgia 30309, Attention: Agency Services.

This instrument, prepared by Andrew Flint, Holland & Knight LLC, 811 Main Street, Suite 2500, Houston, Texas 77002, (713) 217-2844, contains after-acquired property provisions and covers future advances and proceeds to the fullest extent allowed by applicable law.

ATTENTION RECORDING OFFICER: This instrument is a mortgage of both real/immovable and personal/movable property and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code in effect in the State of Louisiana. This

instrument creates a lien on rights in or relating to those lands of Mortgagor which are described in Exhibit A hereto or in documents described in such Exhibit A.

RECORDED DOCUMENT SHOULD BE RETURNED TO:

Holland & Knight LLP 811 Main Street, Suite 2500 Houston, Texas 77002 Attn: Andrew Flint

FIRST AMENDMENT TO ACT OF MORTGAGE, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT

FIRST AMENDMENT TO ACT OF MORTGAGE, ASSIGNMENT OF	§	
AS-EXTRACTED COLLATERAL,	§	UNITED STATES OF AMERICA
SECURITY AGREEMENT,	§	
FIXTURE FILING AND FINANCING	§	
STATEMENT	§	
	§	•
BY: CANTIUM, LLC	§	STATE OF LOUISIANA
	§	PARISH OF ST. TAMMANY
AND	§	
	§	
REGIONS BANK,	§	STATE OF TEXAS
AS ADMINISTRATIVE AGENT	§	COUNTY OF HARRIS

BE IT KNOWN, that on the 29th day of April, 2022, to be effective as of the Effective Date (as defined below) before the undersigned Notary Public, duly commissioned and qualified in and for the State and County aforesaid, and in the presence of the undersigned respective competent witnesses, personally came and appeared:

CANTIUM, LLC, with offices at 111 Park Place, Suite 100, Covington, LA 70433, Attention: Kenneth H. Beer, Chief Financial Officer ("Mortgagor"), represented herein by its undersigned officer, duly authorized pursuant to resolutions of its sole member, a certified copy of which is attached hereto as Exhibit B and made a part hereof for all purposes; whose federal Taxpayer Identification Number has the last four digits of 7584; and

REGIONS BANK, an Alabama state banking corporation whose address is 1180 West Peachtree Street, Atlanta, Georgia 30309, Attention: Agency Services, represented herein by the undersigned officer in its capacity as Administrative Agent for the benefit of the Lenders;

who, being duly sworn, did declare and say that, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Mortgagor, does hereby agree as follows:

RECITALS:

WHEREAS, this instrument (this "Amendment") is executed in connection with, and pursuant to the terms of, that certain Amended and Restated Credit Agreement dated as of the date hereof¹, among Mortgagor, as the borrower (in such capacity, the "Borrower"), the lenders party thereto from time to time (individually, a "Lender" and collectively, the "Lenders"), and

¹ Note to Draft: "Credit Agreement" is defined in the fifth recital below.

Regions Bank, as administrative agent (in such capacity the "Administrative Agent") and issuing lender (in such capacity, the "Issuing Lender").

WHEREAS, Borrower, Société Générale, as administrative agent ("Resigning Agent"), and the lenders party thereto executed that certain Credit Agreement, dated as of August 14, 2019 (such credit agreement, as heretofore amended, restated, replaced, modified or supplemented, the "Existing Credit Agreement"), pursuant to which, upon the terms and conditions stated therein, the lenders thereunder agreed to make loans and other extensions of credit to the Borrower.

WHEREAS, Mortgagor executed that certain Act of Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement, dated as of August 14, 2019 in favor of Resigning Agent, as mortgagee (the "Original Mortgage"), granting liens and security interests on the movable and immovable property described therein to secure the obligations and indebtedness under the Existing Credit Agreement.

WHEREAS, the Original Mortgage was previously filed in the following filing offices / parishes:

Jurisdiction	Recording Data	Date Recorded
Jefferson Parish, LA	Instrument No. 11939974 Mortgage Book 4841, Page 607	8/20/2019
Lafourche Parish, LA	Instrument No. 1282346 Mortgage Book 1987, Page 784	8/20/2019
Plaquemines Parish, LA	Instrument No. 2019-00002698 Mortgage Book 752, Page 246 UCC Book 3819, Page 803	8/21/2019
St. Bernard Parish, LA	Instrument No. 626196 Conveyance Book 1182, Page 313 Mortgage Book 1911, Page 345	8/20/2019
Terrebonne Parish, LA	Instrument No. 1587583 Mortgage Book 3093, Page 532	8/20/2019
BOEMRE	OCS-G 0390 and the other leases named therein	8/28/2019

WHEREAS, on the date hereof, Borrower, Resigning Agent, Administrative Agent, and certain lenders under the Existing Credit Agreement entered into that certain Resignation of Agent, Appointment of Agent and Assignment of Liens, pursuant to which Resigning Agent resigned as administrative agent under the Existing Credit Agreement, Administrative Agent was appointed as successor administrative agent thereunder, and Resigning Agent assigned all powers of attorney, liens, or security interests and all other rights and interests granted to the Resigning Agent under the Loan Documents (as defined in the Existing Credit Agreement),

including without limitation all liens and security interests granted to the Resigning Agent pursuant to the Original Mortgage, to Administrative Agent.

WHEREAS, on the date hereof, Borrower, Administrative Agent, Issuing Lender and Lenders amended and extended the Existing Credit Agreement by entering into that certain Amended and Restated Credit Agreement of even date herewith (the Existing Credit Agreement as amended and restated thereby and as the same may from time to time be further amended, restated, amended and restated, replaced, modified or supplemented, the "Credit Agreement"), pursuant to which, upon the terms and conditions stated therein, the obligations and indebtedness under the Existing Credit Agreement were renewed and extended (and not novated or extinguished), and the Lenders agreed to make loans and other extensions of credit to the Borrower.

WHEREAS, the Mortgager and the Mortgagee desire to amend the Original Mortgage (as amended hereby, the "Mortgage"). This Amendment does not change or affect the priority of the lien and security interests of the Mortgage as to the property and interests previously described therein and covered thereby.

WHEREAS, Borrower or any of its Subsidiaries (as defined in the Credit Agreement) may from time-to-time enter into one or more Hedge Contracts (as defined in the Credit Agreement) with one or more Swap Counterparties (as defined in the Credit Agreement) or one or more Banking Services (as defined in the Credit Agreement) with one or more Banking Service Providers (as defined in the Credit Agreement, and together with the Lenders, the Administrative Agent, the Issuing Lender, and the Swap Counterparties, being collectively referred to herein as the "Beneficiaries" and, individually, a "Beneficiary").

WHEREAS, Mortgagor expects to receive significant benefits from the advances of funds pursuant to the Credit Agreement.

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement and to the Lenders making any Advances (as defined in the Credit Agreement) or otherwise extending credit or other financial accommodations and the Issuing Lender issuing Letters of Credit (as defined in the Credit Agreement) that Mortgagor shall secure the due payment and performance of all Secured Obligations (as defined in the Mortgage) by entering into this Amendment.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agrees as follows:

Section 1. <u>Certain Defined Terms</u>. For all purposes of this Amendment, unless the context otherwise requires, all capitalized terms not otherwise defined in this Amendment that are defined in the Mortgage shall have the meanings assigned to such terms by the Mortgage, and all references in the Mortgage to the "Mortgage", as defined in the first recital to the Mortgage, shall mean the Mortgage as amended by this Amendment, as the same may from time to time be further amended, restated, amended and restated, supplemented or otherwise modified. All capitalized terms not otherwise defined in the Mortgage that are defined in the Credit

Agreement shall have the meanings assigned to such terms by the Credit Agreement. All meanings to defined terms, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles and Sections of and Schedules and Exhibits to this Amendment, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Amendment shall refer to this Amendment as a whole and not to any particular provision of this Amendment. As used herein, the term "including" means "including, without limitation".

Section 2. <u>Amendments to Mortgage</u>.

- (a) All references to "Mortgagee", "Secured Party" and "Grantee" in the Mortgage shall hereinafter refer to Regions Bank, as Administrative Agent.
- (b) All references to the "Credit Agreement" in the Mortgage shall hereinafter refer to the Credit Agreement as defined in the fifth recital hereinabove, and all capitalized terms not otherwise defined in the Mortgage that are defined in the Credit Agreement shall have the meanings assigned to such terms by the Credit Agreement.
- (c) The address for notices to Mortgagee set forth in Section 7.12 of the Mortgage is hereby amended in its entirety to read as follows:

Mortgagee: REGIONS BANK

1180 West Peachtree Street Atlanta, Georgia 30309 Attention: Agency Services

E-mail: regionsagency@tls.ldsprod.com

Regrant of Lien. In consideration of the advances or extensions by the Section 3. Beneficiaries to the Borrower of the funds or credit constituting the Secured Obligations (including, without limitation, the making of the Advances and the issuing of Letters of Credit), and in further consideration of the mutual covenants contained herein, and to secure payment of, and performance of the Secured Obligations, and the performance of the covenants and obligations herein contained and in consideration of other valuable consideration in hand paid by the Beneficiaries to Mortgagor and the other Loan Parties and in consideration of the debts and trusts hereinafter mentioned, the receipt and sufficiency of all of which is hereby acknowledged, Mortgagor does by these presents hereby specially RE-HYPOTHECATE, RE-PLEDGE, REMORTGAGE, REASSIGN and regrant a security interest unto and in favor of Mortgagee for its benefit and the benefit of the Beneficiaries, and its or their successors and assigns, the Realty Collateral, the Fixture Collateral, and the Personalty Collateral, including all the real/immovable property, personal/movable property, rights, titles, interests and estates in each case to the extent constituting Realty Collateral, Fixture Collateral or Personalty Collateral. This grant is intended, to the extent applicable, as a grant of a mortgage of the portion of the Collateral constituting an incorporeal immovable and a corporeal immovable with its component parts, a security interest in the portion of the Collateral in which a security interest can be granted under the UCC, and an

assignment and pledge of the products of and from the Collateral to the extent provided pursuant to Louisiana law.

This Amendment is intended to secure the Secured Obligations, whether now existing or arising at any time hereafter. As to all Secured Obligations, whether now existing or arising at any time hereafter, the Mortgage has effect between the parties from the time the Mortgage is established and as to third parties from the time the Mortgage is filed for registry, all as provided by Louisiana Civil Code article 3298.

TO HAVE AND TO HOLD the Realty Collateral, the Fixture Collateral, and the Personalty Collateral unto Mortgagee and its successors, assigns or substitutes forever, together with all and singular the rights, hereditaments and appurtenances thereto in any way appertaining or belonging, to secure payment of the Secured Obligations and the performance of the covenants of Mortgagor contained in the Mortgage and in the Loan Documents.

Subject, however, to the condition that none of Mortgagee or the Beneficiaries shall be liable in any respect for the performance of any covenant or obligation of Mortgagor in respect of the Collateral. Any reference in Exhibit A to the name of a well shall not be construed to limit the Collateral to the well bore of such well or in the pro rata units. It is Mortgagor's intention that this instrument cover Mortgagor's entire interest in the lands, leases, units and other interests set forth in Exhibit A that Mortgagor now owns or hereafter may acquire.

Notwithstanding any provisions in the Mortgage to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definitions of "Fixture Collateral", "Personalty Collateral", or "Realty Collateral", and no Building or Manufactured (Mobile) Home is hereby encumbered by the Mortgage. As used herein, "Flood Insurance Regulations" shall mean (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statue thereto, (iii) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time, and (iv) the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.

Notwithstanding anything to the contrary contained in this <u>Section 3</u> or <u>Section 2.1</u> of the Mortgage or any other provision of this Amendment or the Mortgage, the lien and security interest created by this <u>Section 3</u> or <u>Section 2.1</u> of the Mortgage shall not extend to, and the terms "Fixture Collateral", "Personalty Collateral", or "Realty Collateral" shall not include, and the component definitions thereof shall not include, any Excluded Property.

It is contemplated and acknowledged that the Secured Obligations may include loans and advances from time to time, and that the Mortgage shall have effect as of the date hereof to secure all Secured Obligations, regardless of whether any amounts are advanced on the date hereof or on a later date or, whether having been advanced, are later repaid in part or in whole and further advances made at a later date. The Mortgage secures all future advances and obligations constituting Obligations. THE TOTAL AMOUNT OF SECURED OBLIGATIONS AND ADVANCES SECURED HEREBY MAY DECREASE OR INCREASE FROM TIME

TO TIME, BUT AT NO TIME SHALL THE TOTAL AMOUNT OF SECURED OBLIGATIONS AND ADVANCES SECURED HEREBY EXCEED THE SUM OF \$300,000,000.00.

Security Interest. For the same consideration and to further secure the Secured Obligations, Mortgagor hereby re-grants to Mortgagee for its benefit and the ratable benefit of the other Beneficiaries a security interest in and to the Collateral. Notwithstanding anything to the contrary contained in this Section 4 or any other provision of the Mortgage, the lien and security interest created by this Section 4 of this Amendment shall not extend to, and the term "Collateral" shall not include, and the component definitions thereof shall not include, any Excluded Property.

Section 5. <u>Fixture Filing</u>. The Personalty Collateral and Fixture Collateral in which Mortgagee has a security interest include goods which shall become fixtures on the Realty Collateral. This Amendment is intended to serve as a fixture filing pursuant to the terms of Sections 10:9-310 and 10:9-502 of the UCC and as a fixture filing should also be recorded in the appropriate UCC records in the State of Louisiana. This filing remains in effect as a fixture filing until the Mortgage is released or satisfied of record or its effectiveness otherwise terminates. In that regard, the following information is provided:

Name of Mortgagor: Cantium, LLC

Address of Mortgagor: See Section 7.12 of the Mortgage.

Name of Mortgagee: Regions Bank, as Administrative Agent

Address of Mortgagee: See Section 7.12 of the Mortgage.

Mortgagor is the owner of a record interest in the real estate (and/or real/immovable property) concerned. Mortgagor warrants and agrees that there is no financing statement covering the foregoing Collateral, or any part thereof, on file in any public office except such as have been filed in favor of Mortgagee for the ratable benefit of the Beneficiaries pursuant to the Mortgage, the Security Instruments or as are filed to secure Liens permitted by the Credit Agreement, or as to which a duly authorized termination statement relating to such financing statement has been delivered to Mortgagee on the date hereof.

Section 6.

(a) Assignment of Hydrocarbons. In order to further secure the Secured Obligations, to the maximum extent permitted by Louisiana law, Mortgagor has assigned, transferred, conveyed and delivered and does hereby absolutely and unconditionally re-assign, re-transfer, reconvey and re-deliver unto Mortgagee, for its benefit and the ratable benefit of the other Beneficiaries, effective as of the date hereof at 7:00 a.m. New York, New York time, all Hydrocarbons produced from, relating to, and which are attributable to, Mortgagor's interest, now owned or hereafter acquired, in and to the Oil and Gas Properties, or are allocated thereto pursuant to pooling or unitization orders, agreements or designations, and all proceeds therefrom, including, without limitation, all As-Extracted Collateral (as defined in the UCC) relating to the

Hydrocarbon Interests, the Hydrocarbons and all products obtained or processed therefrom, on the terms and subject to the conditions set forth in Article III of the Mortgage.

(b) Power of Attorney. Without limitation upon any of the foregoing, Mortgagor hereby irrevocably designates and appoints Mortgagee as true and lawful agent and attorney-infact (with full power of substitution, either generally or for such periods or purposes as Mortgagee may from time to time prescribe), with full power and authority, for and on behalf of and in the name of Mortgagor, to, after the occurrence and during the continuance of an Event of Default, execute, acknowledge and deliver all such division orders, transfer orders, certificates and other documents of every nature, with such provisions as may from time to time, in the opinion of Mortgagee, be necessary or proper to effect the intent and purpose of the assignment contained in this Section 6; and Mortgagor shall be bound thereby as fully and effectively as if Mortgagor had personally executed, acknowledged and delivered any of the foregoing orders, certificates or documents. The powers and authorities herein conferred on Mortgagee may be exercised by Mortgagee through any person who, at the time of exercise, is the president, a senior vice president or a vice president of Mortgagee. The power of attorney conferred by this paragraph is granted for valuable consideration and coupled with an interest and is irrevocable until all Secured Obligations (other than contingent indemnification obligations that expressly survive the termination of the Mortgage for which no notice of claim has been received by Mortgagor) have been paid in full and Security Termination has occurred. Any person dealing with Mortgagee, or any substitute, shall be fully protected in treating the powers and authorities conferred by this paragraph as continuing in full force and effect until advised by Mortgagee that all Secured Obligations (other than contingent indemnification obligations that expressly survive the termination of the Mortgage for which no notice of claim has been received by Mortgagor) have been paid in full and Security Termination has occurred.

Section 7. <u>Ratification of Mortgage</u>. Mortgagor hereby ratifies and confirms the Mortgage as amended hereby in all respects.

Section 8. Security Agreement, Financing Statement Covering As-Extracted Collateral and Fixture Filing. This Amendment will be deemed to be and may be enforced from time to time as an assignment, contract, financing statement, real estate mortgage, pledge or security agreement, and from time to time as any one or more thereof if appropriate under applicable state law. AS A FINANCING STATEMENT AND AS A FIXTURE FILING WITH RESPECT TO FIXTURE COLLATERAL, AND SUBJECT TO SUBSECTION (4) OF SECTION 9-301 OF THE UCC (LA. REV. STAT 10:9-301(4)), AS AMENDED, MODIFIED OR SUCCEEDED, THIS AMENDMENT IS INTENDED TO COVER ALL INCLUDING, PERSONALTY COLLATERAL BUT NOT LIMITED TO. MORTGAGOR'S INTEREST IN ALL COLLATERAL, ALL HYDROCARBONS AS AND AFTER THEY ARE EXTRACTED AND ALL ACCOUNTS ARISING FROM THE SALE THEREOF AT THE WELLHEAD AND ALL OTHER COLLATERAL. THIS AMENDMENT SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO FIXTURE COLLATERAL INCLUDED WITHIN THE COLLATERAL. This Amendment shall be filed in the mortgage records of the parish or parishes in the state in which any part of the Realty Collateral is located. At Mortgagee's request, Mortgagor shall deliver financing statements covering the Personalty Collateral, including all Hydrocarbons sold at the wellhead, and Fixture Collateral, which financing statements may be filed in the UCC records or other appropriate office of the parish or state in which any of the Collateral is located or in any other location permitted or required to perfect Mortgagee's security interest under the UCC. In addition, Mortgagor hereby irrevocably authorizes Mortgagee and any affiliate, employee or agent thereof, at any time and from time to time, to file in any UCC jurisdiction any financing statement or document and amendments thereto, without the signature of Mortgagor where permitted by law, in order to perfect or maintain the perfection of any security interest granted under this Amendment and Mortgagee agrees to promptly provide to Mortgagor a copy of any such filing. A photographic or other reproduction of this Amendment shall be sufficient as a financing statement.

Section 9. <u>Unenforceable or Inapplicable Provisions</u>. If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will remain in full force and effect and will be liberally construed in favor of Mortgagee in order to carry out the provisions hereof.

Section 10. <u>Counterparts</u>. This Amendment may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular parishes counterpart portions of <u>Exhibit A</u> hereto which describe Properties situated in parishes other than the parishes in which such counterpart is to be recorded may have been omitted.

Section 11. <u>Indemnification</u>. MORTGAGOR AGREES THAT THIS AMENDMENT AND ITS CONTENTS ARE SUBJECT TO THE PROVISIONS OF SECTION 9.05 OF THE CREDIT AGREEMENT AND ALL SUCH PROVISIONS ARE HEREBY INCORPORATED HEREIN, MUTATIS MUTANDIS, BY REFERENCE AND MADE APPLICABLE TO THIS AMENDMENT AS IF SET FORTH IN FULL HEREIN.

Section 12. <u>Governing Law</u>. This Amendment shall be governed by and construed in accordance with the laws of the State of Louisiana and applicable United States of America federal law.

THIS WRITTEN AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

(SIGNATURE PAGE TO IMMEDIATELY FOLLOW)

THUS DONE AND PASSED, in multiple originals before me, the undersigned Notary Public in and for the State and County aforesaid, and in the presence of the undersigned competent witnesses, who hereunto signed their names with the undersigned appearer, and me, Notary Public, after due reading of the whole, on the date above first written to be effective as of the Effective Date.

MORTGAGOR:

CANTIUM, LLC,

a Delaware limited liability company

WITNESSES:

Name: Kenneth H. Beer

Title: Chief Financial Officer

Full name as appears in notarial commission: Kathenne C Core
Notarial Identification Number: 141920

My Commission Expires on: <u>Commissioned</u> for life

KATHERINE C. CORE **Notary Public** Parish of Tangipahoa State of Louisiana

THUS DONE AND PASSED, in multiple originals before me, the undersigned Notary Public in and for the State and County aforesaid, and in the presence of the undersigned competent witnesses, who hereunto signed their names with the undersigned appearer, and me, Notary Public, after due reading of the whole, on the date above first written to be effective as of the Effective Date.

MORTGAGEE:

REGIONS BANK.

an Alabama state banking corporation

WITNESSES:

LORI HUTCHINS Notary Public, State of Texas

Comm. Expires 07-28-2023 Notary ID 10038452

Full name as appears in notarial commission: Lori Hutchins Notarial Identification Number: 10638452

My Commission Expires on: 07-28-2023

Exhibit A

[See attached.]

Exhibit A

The designation "Working Interest" or "WI" when used in this Exhibit means an interest owned in an oil, gas, and mineral lease that determines the cost-bearing percentage of the owner of such interest. For each well in which Mortgagor has an interest, each amount set forth as "Working Interest" or "WI" is Mortgagor's interest after giving full effect to, among other things, all Liens permitted by the Credit Agreement and after giving full effect to the agreements or instruments set forth in this Exhibit A and any other instruments or agreements affecting Mortgagor's ownership of the Hydrocarbons.

Any reference in this <u>Exhibit A</u> to wells or units is for warranty of interest, administrative convenience, and identification and shall not limit or restrict the right, title, interest, or Properties covered by this Mortgage. All right, title, and interest of Mortgagor in the Properties described herein and in <u>Exhibit A</u> are and shall be subject to this Mortgage, regardless of the presence of any units or wells not described herein.

The reference to book or volume and page herein and in <u>Exhibit A</u> refer to the recording location of each respective Realty Collateral described herein and in <u>Exhibit A</u> in the parish where (or adjacent to the portions of the outer continental shelf where) the land covered by the Realty Collateral is located. Any reference to Serial No. in this <u>Exhibit A</u> refers to the Outer Continental Shelf Lease Number assigned to each respective Realty Collateral by the Department of the Interior, Bureau of Ocean Energy Management.

EXHIBIT A – LIST OF ASSETS

EXHIBIT A-1 – BAY MARCHAND FIELD

The ASSETS:

The AREAS and LEASE Summary:

Area/Block	Lease	Description/ Acreage	Depths	Record Title/Operating Rights/Working Interest	Net Revenue Interest
Grand Isle Area, Block 25	State Lease No. 1486	Portion of Block 25, containing 1,298.73 acres, more or less	All Depths	100.00000% WI	82.50000% ^{3,5}
Grand Isle Area, Block 26	State Lease No. 19323	Portion of Block 26, containing 204.86 acres, more or less	All Depths	100.00000% WI	72.50000%
Grand Isle Area, Block 26	OCS 0390	W/2 of Block 26, containing 1,474.06 acres, more or less	All Depths	100.00000% RT	82.50000%*3
Grand Isle Area, Block 26	OCS 0391	E/2 of Block 26, containing 2185.89 acres, more or less	All Depths	100.00000% RT	82.50000%*
Bay Marchand Area, Block 1	State Lease No. 1365	Portion of Block 1, containing 3,000.00 acres, more or less	All Depths	100.00000% WI	82.50000% ^{3,5}
Bay Marchand Area, Block	State Lease No. 1482	Portion of Block 1, containing 495.11 acres, more or less	All Depths	100.00000% WI	82.50000% ³
Bay Marchand Area, Block	State Lease No. 2724	Portion of Block 1, containing 715.00 acres, more or less	All Depths	100.00000% WI	82.5000% ³
Bay Marchand Area, Block 2	State Lease No. 1366	Portion of Block 2, containing 2,020.26 acres, more or less	All Depths	100.00000% WI	82.50000% ⁵
Bay Marchand Area, Block 2	OCS 0369	That Federal portion of Block 2, containing 2,576.63 acres, more or less	All Depths	100.00000% RT	82.50000%* ^{3,5}

Bay Marchand Area, Block	State Lease No. 1367	Portion of Block 3, containing 3,129.57 acres, more or less	All Depths	100.00000% WI	82.50000% ⁵
Bay Marchand Area, Block 3	OCS 0370	That portion of Block 3, containing 1,339.63 acres, more or less	All Depths	100.00000% RT	82.50000%*5
Bay Marchand Area, Block 3 & 4	State Lease No. 18637	Portions of Blocks 3 & 4, containing 1,333.93 acres, more or less	All Depths	100.00000% WI	74.00000% ⁵
Bay Marchand Area, Block 1 & 2	State Lease No.	Portions of Blocks 1 & 2 and Portions of Blocks 25 & 26,	From the surface to 15,000' TVD	100.00000% WI	80.00000%
Grand Isle Area, Block 25 & 26	21881	containing 2,283.18 acres, more or less	Depths greater than 15,000' TVD	100.00000% WI	86.50000%**
Bay Marchand	State Lease No.	Portions of Blocks 4 & 5, containing	From the surface to 15,000' TVD	100.00000% WI	80.00000%
Area, Block 4 & 5	21882	1,655.23 acres, more or less	Depths greater than 15,000' TVD	100.00000% WI	86.50000%**
Bay Marchand	State Lease No.	Portions of Blocks 4 & 5, containing	From the surface to 15,000' TVD	100.00000% WI	80.00000%
Area, Block 4 & 5	21883	1,658.43 acres, more or less	Depths greater than 15,000' TVD	100.00000% WI	86.50000%**
South Timbalier Area, Block 22	OCS-G 36224	N/2 of Block 22, containing 2,500.00 acres, more or less	All Depths	100.00000% RT	87.50000%
		N/2 Block 23, containing 2,500.00 acres more or less,	N/A	100.00000% RT	82.50000%*,5
		SE/4 NW/4 NW/4 of Block 23	7,492 feet MD to 8,108 feet MD	50.00000% OR	41.25000%*
South Timbalier	OCS 0386	OCS 0386 #SD- 15A ST2 Wellbore Only	Limited to wellbore rights only in the CP-6 sand	35.00000% WI	28.87500%*
Area, Block 23		OCS 0386 #SD-17 ST1 Wellbore Only	Limited to the 7600', 7150' and 7100' sand	70.00000% WI	57.75000%*
		OCS 0386 SD- 7ST1 Wellbore Only	Limited to the 7600', 7150' and 7100' sand	70.00000% WI	57.75000%*
		OCS 0386 SD-18 ST2 Wellbore Only	Limited to of the 7000' Lower BB sand.	70.00000% WI	57.75000%*
	OCS 0166		N/A	62.50000% RT	51.56250%*5

South Timbalier		S/2 of Block 23,	From the surface to 13,272' subsea	100.00000% OR	82.00000%*2,3
Area, Block 23		containing 2,500.00 acres, more or less	13,272' subsea to 15,000' TVD	72.91667% WI	60.15625%*
South Timbalier Area, Block 24	OCS 0387	N/2 of Block 24, containing 1,074.23 acres, more or less	All Depths	100.00000% RT	82.50000%*3
South Timbalier Area, Block 24	OCS 0595	S/2 of Block 24, containing 1,074.23 acres, more or less	All Depths	100.00000% RT	78.33333%
Grand Isle Area, Block 37	OCS 0392	W/2 of Block 37, containing 2,269.945 acres, more or less	All Depths	100.00000% RT	82.50000%*3
Grand Isle Area, Block 37	OCS 0685	E/2 of Block 37, containing 2,269.94 acres, more or less	All Depths	100.00000% RT	78.33333%
City of New Orleans Lease dated	Balance of Lease	T22S - R23E: Portions of Sections 32, 33, 34, 35 & 36 T23S - R22E: Portions of Sections 1, 2, 3, 10, 11, 12, 13, 14 & 22 T023S - R023E: Portions of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 17, 18, 19, 20, 21 & 30	All Depths	100.00000% WI	79.37500% ⁴
July 11, 1951, containing 15,200 acres,	Parcel II & III	T23S – R22E: Portions of Sections 1, 2, 3, 10, 11 & 12	All Depths	50.00000% WI	39.68750% ⁴
	Parcel IV	T23S – R23E: Portions of Sections 5, 6, 7 & 8	All Depths	35.00000%WI	27.78125%
	Parcel VII	T22S – R23E: Portions of Section 32	All Depths	20.00000% WI	15.87500%
	Pooled Area I	Bay Marchand Area/ Block 1	All Depths	100.00000% WI	82.50000%4

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	Pooled Area II	Bay Marchand Area/ Block 1	All Depths	100.00000% WI	79.37500%4
South Bay Marchand Unit Agreement No. 14-08- 001-3915	OCS 0369 OCS 0370 OCS 0386 OCS 0387 OCS 0595 OCS 0390 OCS 0391 OCS 0392 OCS 0165 OCS 0166 OCS 0685	Portions of Blocks 26 & 37 Grand Ile Area, Block 2 & 3, Bay Marchand Area, and Blocks 23 & 24 South Timbalier Area, containing 16,622.473 acres, more or less	All Depths	100.0000	0% WI
Unit For the Development and Operation of 3600' RD Sand, Bay Marchand Block 2 Field, Unit Agreement No. 14-08-001-3915	OCS 0369 OCS 0370 SL 1367	Portions of Block 2 & 3, containing 88.10 acres, more or less	3600' RD Sand found on the Schlumberger Electric Log of the Chevron Oil Company S.L. 1367 N-2 Well between the MD of 3795' and 3824'	100.0000	0% WI
Unit Agreement For the Development and Operation of Bay Marchand Block 2 Field 3650' Upper RD Sand Unit Agreement No. 14-08- 0001-11737	OCS 0369 OCS 0370 SL 1367	Portions of Blocks 2 and 3, Bay Marchand Area, containing 167.79 acres, more or less.	3650' Upper RD Sand being on the Schlumberger Electric Log of the Chevron Oil Company SL 1367 N-7 Well between the measured depths of 4300' and 4446'	100.0000	0% WI
Unit Agreement BM2 4800 RH SU	SL 1367 SL 18637	Portion of the Bay Marchand Block 2 Field, containing 69.0 acres	Between 8,692' MD and 8,860' MD on the Log of the SL 1367 No. H-7 ST01BP01 Well	100.0000	0% WI
Unit Agreement	SL 1365 SL 1486	Portion of the Bay Marchand Block 2	8214' MD and 8374' MD on the Log of the SL 1486 No. 3 Well	100.0000	0% WI

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BM2 8350 RAA SU		Field, containing 58.483 acres		
Unit Agreement BM2 8300 RNN SU	SL 1365 SL 1486	Portion of the Bay Marchand Block 2 Field, covering 51.238 acres	Between 8154' MD and 8355' MD on the Log of the SL 1486 No. 16 Well	100.00000% WI
Pooling and Unitization Agreement 7600' L RDD SU	SL 1365 – Pooled Area II SL 1365 SL 1488	Portion of the Bay Marchand Block 2 Field, covering 16.811 acres	7729' SS and 7858' SS (7797' MD and 7935' MD) on the Log of the Chevron Oil Company SL 1365 #84 Well.	100.00000% W I
Unit Agreement, 7500' Reservoir A Sand Bay Marchand Block 2 Field	SL 2724 in Pooled Area I & Pooled Area II	Portion of Bay Marchand Block 2 Field, covering 258.39 acres	7500 Foot Sand, Reservoir A occurring in the MD interval between 7386' and 7508' on the Welex Electric Log of the SL 1365 #T-1 Well	1 00.00000% WI
Unit Agreement, 7600' Reservoir A Sand Bay Marchand Block 2 Field	SL 1365 inside and outside of Pooled Area II	Portion of Bay Marchand Block 2 Field, covering 208.15 acres	7600 Foot Sand, Reservoir A occurring in the MD interval between 7462' and 7661' on the Schlumberger Electric Log of the SL 1367 #7 Well	100.00000% WI
Pooling and Unitization Agreement 8300' Sand Reservoir RKK SU	Pooled Area II SL 1365 & City of New Orleans Lease SL 1365 SL 1486	Portions of Bay Marchand Block 2 Field, covering 57.0 acres	8300' Sand, Reservoir RKK SU between - 8290' SS and -8316 SS (9240' MD and 9280' MD) on the Schlumberger Log of the SL 1365 #83 Well	100.00000% WI
Right-of-Way & Segment Number/Right of Use and Easement Description / Area & Block / Recording		a & Block / Recording	Record Title/Working Interest	
OCS-G28988 ROW transport of Segment No. 18060 in Bay M		transport gas form th in Bay Marchand Bl	0.56 miles in length, to e Federal/State Boundary ock 4 to a subsea tie-in in lier Area Block 22	100.00000% RT
OCS-G29199 ROW		4 1/2-inch Pipeline approximately 3.62 miles to transport bulk gas from Platform S in South Timbalier Area Block 23, through Bay Marchand Area Block 3, South Timbalier Area Block 23, to a 6-inch subsea tie-in in South Timbalier Area Block 22		100.00000% RT

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OCS-G30101 RUE	from Platform SG, loca Marchand Block 2, into	e SG Well No. 27 ST1 ated in OCS 00369, Bay o Louisiana State Leases Grand Isle Block 26	100.00000% RT
OCS-G30219 RUE	84 to be utilized as a du to enhance productio MIO RH SU, formed	the SL 1366, Well No. cump flood injection well on form the BM2 8200 by Conservation Order 84-AAA	100.00000% RT
State of Louisiana Right- of-Way State R/W No. 0.489	Covering a 300' wide pipeline right-of-way located in Pass Fourchon in Section 24 & 25,, T23S – R22E	Recorded in Conveyance Book 233, Page 477, Entry No. 158414 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI
State of Louisiana Pipeline Right-of-Way Grant State R/W No. 2224	Six inch (6") pipeline beginning at a point on the North bank of Pass Fourchon, Section 14, Township 23 South, Range 22 East, to a point on the South Bank of Pass Fourchon in Section 23, Township 23 South, Range 22 East	Recorded in Conveyance Book 858, Folio 824, Entry No. 60346, of the Conveyance Records of Lafourche Parish, Louisiana	100.0000% WI
State of Louisiana Right- of-Way State R/W No. 0.394	Covering a 300' wide pipeline right-of-way located in Pass Fourchon, T23S – R22E, Lafourche Parish, Louisiana	Recorded in Conveyance Book 203, Folio 293, Entry No. 136990 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI
State of Louisiana Pipeline Right of Way Grant State R/W No. 2118	Crude oil pipeline commencing at a point on the federal unit boundary in Block 2, Bay Marchand Area and passing over Block 2, Block 3, and Block 1 Bay Marchand Area until it intersects with the shore line near Fourchon Terminal	Recorded in Conveyance Book No. 806, Folio 385 in the Conveyance Records of Lafourche Parish, Louisiana	100.00000% W I

State of Louisiana Pipeline Right of Way Grant, State R/W No. 2119	Crude oil line commencing at a point on the federal unit boundary in Block 2, Bay Marchand Area and passing over Block 2, Block 3, and Block 1 Bay Marchand Area until it intersects with the shore line near Fourchon Terminal	State of Louisiana Assignment of Right- of-Way into Chevron U.S.A. Inc., recorded in Conveyance Book No. 1377 Entry No. 847960 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI
State of Louisiana Pipeline Right of Way Grant, State R/W No. 2346	(9) Bulk oil and natural gas pipelines in the Bay Marchand Field	Recorded in Conveyance Book No. 930, Folio 550, Entry #637644 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% W I
State of Louisiana Pipeline Right of Way Grant, State R/W No. 4137	6" Bulk pipeline from Grand Isle Block 25, SL17160 SSTI to Bay Marchand Block 1, SL1365 "T" Structure, said line being 11,004.71 feet in length (667 rods)	Recorded in Conveyance Book No. 1479, Folio 182, Entry #904179 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI
State of Louisiana Pipeline Right of Way Grant, State R/W No. 4862	6" Bulk pipeline from Bay Marchand Block 2, SL 1366 Well No. 48 to the "I" Structure, located in Bay Marchand Block 3	Recorded in Conveyance Book No. 1713, Page 360, Instrument Number: 1035775 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI
State of Louisiana Pipeline Right of Way Grant, State R/W No. 5343	10" Bulk pipeline form the State/Federal three- mile line located in Bay Marchand Block 2 to Bay Marchand Block 1 "T" Structure	Recorded in Conveyance Book No. 1867, Page 673, Instrument Number: 1120981 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI

State of Louisiana Right of Way Grant, State R/W No. 2839	6" high pressure gas flowline from the "P" structure, State Lease 932 to the State Lease 1486 lease line	Recorded in Conveyance Book No. 1109, Folio 366, Entry #723655 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI
State of Louisiana Pipeline Right of Way Grant, State R/W No. 2840	6" Bulk pipeline from the "SH" structure, Louisiana State Lease No. 1366 to the "P" Structure, Louisiana State Lease 932	Recorded in Conveyance Book No. 1109, Folio 369, Entry #723656 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI
State of Louisiana Pipeline Right of Way Grant, State R/W No. 4429	10" Oil and water pipeline from Grand Isle Block 37 Structure "R" to Bay Marchand Block 1	Recorded in Conveyance Book No. 1558, Folio 120, Instrument Number: 953219 of the Conveyance Records of Lafourche Parish, Louisiana.	100.00000% WI
State of Louisiana Pipeline Right of Way Grant, State R/W No. 4608	6" bulk pipeline from Bay Marchand Block 2, SL 1366 Well No. 56 to a subsea tie-in located in Bay Marchand Block 3	Recorded in Conveyance Book No. 1616, Page 523, Instrument Number: 986995 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI
State of Louisiana Pipeline Right of Way Grant, State R/W No. 4617	6" bulk pipeline and a 4" gas lift line from Bay Marchand Block 3, SL 1367 Well No. 62 to SL 1366 Well No. 76 located in Bay Marchand Block 3	Recorded in Conveyance Book No. 1635, Page 781, Instrument Number: 996700 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI
State of Louisiana Pipeline Right of Way Grant, State R/W No. 5484	75' Construction Right of Way and a 35' Permanent Right of Way in Bay Marchand Block 3	recorded in Conveyance Book No. 1936, Page 413, Instrument Number: 1161988 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI

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State of Louisiana Pipeline Right of Way Grant, State R/W No. 5655	3" Gas lift pipeline commencing at the SL 1367/1366 lease line and terminating at SL 1366 Well No. 48 located on SL 1366	Recorded in Conveyance Book No. 2020, Page 630, Instrument Number: 1208125 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI
State of Louisiana Pipeline Right of Way Grant, State R/W No. 5578	12" Pipeline to transport produced water, commencing at the State/Federal boundary in Bay Marchand Block 3 and terminating at the shoreline in Bay Marchand Block 1	Recorded in Conveyance Book No. 1977, Page 66, Instrument Number: 1183969 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI
State of Louisiana Pipeline Right of Way Grant, State R/W No. 5200	6" Gas pipeline from Bay Marchand Block 3 "C&I" Structure to the State/Federal boundary line located in Bay Marchand Block 4	Recorded in Conveyance Book No. 1822, Page 855, Instrument Number: 1094741 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI
State of Louisiana Pipeline Right of Way Grant, State R/W No. 5358	4" Gas pipeline tie-in and two 6" bulk oil pipeline tie-ins located in Grand Isle Block 26	Recorded in Conveyance Book No. 1882, Page 357, Instrument Number: 1130517 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI
State of Louisiana Pipeline Right of Way Grant, State R/W No. 3590	Two 4" pipelines commencing in Bay Marchand Block 1, SL 1365 Well No. 71 and terminating at the SL 1367 "J" structure	Recorded in Conveyance Book No. 1338, Folio 815, Instrument Number: 829096 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI

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State of Louisiana Pipeline Right of Way Grant, State R/W No. 5194	6" Gas pipeline from Bay Marchand Block 1, "HH-T" Structure to "C&I" Structure located in Bay Marchand Block 3,	Recorded in Conveyance Book No. 1811, Page 464, Instrument Number: 1088781 of the Conveyance Records of Lafourche Parish, Louisiana.	100.00000% WI
State of Louisiana Pipeline Right of Way Grant, State R/W No. 5576	4" Pipeline commencing at the shoreline located in Bay Marchand Block 1, SL 1365 and terminating in Bay Marchand Block 3, SL 1367	recorded in Conveyance Book No. 1977, Page 58, Instrument Number: 1183967 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI
State of Louisiana Pipeline Right of Way Grant, State R/W No. 5577	10" Spare pipeline and two 8" future power cable pipelines commencing at the shoreline located in Bay Marchand Block 1, terminating in Bay Marchand Block 1, SL 1365,	Recorded in Conveyance Book No. 1977, Page 62, Instrument Number: 1183968 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI
State of Louisiana Pipeline Right of Way Grant, State R/W No. 2528	8" Pipeline beginning at the "T" Platform in Bay Marchand Block 1 and terminating at the "P" Platform in Grand Isle Block 26	Recorded in Conveyance Book No. 993, Folio 237, Instrument Number: 671005 of the Conveyance Records of Lafourche Parish, Louisiana.	100.00000% WI
State of Louisiana Pipeline Right of Way Grant, State R/W No. 5657	8" wet oil pipeline commencing at the SL 2724/SL 1365 lease line in the Bay Marchand Field, and terminating as it re- enters the SL 1365 lease	Recorded in Conveyance Book No. 2020, Page 634, Instrument Number: 1208126 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI
State of Louisiana Pipeline Right of Way Grant, State R/W No. 3486	3" and 4" pipeline on a segment of Bay Marchand Block 1 beginning at Well No. 1, S.L. 1482 thence to Chevron's "T" structure	Recorded in Conveyance Book No. 1321, Folio 592, Instrument Number: 821510 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI

State of Louisiana Pipeline Right of Way Grant, State R/W No. 5676	6" OD pipeline from Grand Isle Block 25 to Bay Marchand Block 1, SL 1365 "HH" Structure	Recorded in Conveyance Book No. 2036, Folio 645, Instrument Number: 1218846 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI
L. Phillip Caillouet Right- of-Way Agreement dated January 26, 1956,	A pipeline in Section 24, T23S R22E	Recorded in Conveyance Book No. 234, Folio 232, Entry No. 158864, of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI
L. Phillip Caillouet Right- of-Way dated July 1, 1958	A right-of-way, across a strip of land situated in Section 24 T-23-S, R-22-E	Recorded in Conveyance Book 253, Folio 348, Entry No. 172515 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI
City of New Orleans Right of Way Agreement dated May 16, 1963	Pipeline across Sections 24 & 25 of T23S – R22E	Recorded in Conveyance Book No. 310, Page 57, Entry No. 219054 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI
City of New Orleans Right-of-Way Agreement dated September 6, 1984	Thirty foot (30') pipeline right-of-way and easement for a six and five-eighths (6-5/8") inch pipeline for the transporting of gas, water and minerals, measuring approximately 122 rods in length, located in the North East Quadrant (NE/4) of Section 23, and the North West Quadrant (NW/4) of Section 24, Township 23 South, Range 22 East	recorded in Conveyance Book 880, Folio 629, Entry No. 613826 of the Conveyance Records of Lafourche Parish, Louisiana	100.00000% WI

^{*}Represent Leases that are subject to the Section 6(a)9 of the OCS Lands Act (OCSLA).

- **State Lease Nos. 21881, 21882, and 21883 include a royalty of 13.5% for depths greater than 15,000' TVD for a period of two (2) years from the completion of wells drilled to such a depth or payout, whichever occurs first; thereafter, the royalty for said wells shall be 1/6th, at which time the NRI will be 83.33333% ¹ The above royalty interest is subject to 12.905% South Bay Marchand Federal Unit composite royalty burden.
- ² The above royalty interest is subject to a 0.50% overriding royalty interest paid to Online Resources, Inc.
- ³ The following are subject to an overriding royalty interest in favor of Rosson Exploration Company:
 - SL 1365 #9 Well, limited to the 7500', 7600', 7800', 8300' and 8400' Sands only.
 - SL 1365 (CF) #40 ST1 Well, limited to the 7600' Sand only.
 - SL 1365 (CX) #55 ST Well, limited to the 7100', 7500' and 7600' Sands only.
 - SL 1365 #74 ST Well, limited to the 6000', 6900' and 6950' Sands only.
 - SL 1365 #82 ST Well, limited to the 7600', 7800', 8100', 8300', 8350', 8400', 8500', 8600' and 8850' Sands only.
 - SL 1365 (CV) #84 ST2 Well, limited to the 7600' Sand only.
 - SL 1365 #86 Well, limited to the 7600', 8100' and 8300' Sands only.
 - SL 1365 #87 ST1 Well, limited to the 8300', 8400', 8600' and 8850' L Sands only.
 - SL 2724 #23 Well, limited to the 8100', 8300', 8350' and 8400' Sands only.
 - OCS 0390 X-1 ST, limited to the 8750' Sand only.
 - OCS 0392 CD-6 ST3 Well, limited to the 8300' Sand only.
 - OCS 0392 CS-26 ST1 Well, limited to the 8700' Sand only.
 - OCS 0369 CG-71 Well, limited to the 7600' Sand only.
 - OCS 0369 CG-7A Well, limited to the 7600' Sand only.
 - OCS 0387 U-15 ST1, limited to the 7200' Sand and CP-7 Sand only.
 - OCS 0386 S-4 ST1, limited to the 7000' Sand only.
 - OCS 0166 SB-22 ST2, limited to the 8000' Sand only.
- ⁴ The entirety of the City of New Orleans Lease is burdened with a 5/32nd (15.625%) royalty with the exception of Pooled Area I, wherein the CNO Lease is only burdened with a 1/8th (12.5%) royalty.

 ⁵The following are subject to a proportionately reduced overriding royalty interest in favor of Chevron,
- The following are subject to a proportionately reduced overriding royalty interest in favor of Chevron, equal to 5% for the Bora Bora and Koho prospects, and 3% for the Bauer A, Plata, Bauer B, and Izzy prospects, at and below the depths, and in and to the prospects as follows:
 - Breton Sound 56 S/2, OCS-G 1373/OCS-G 04125 Bauer A 14,800'TVDSS.
 - Main Pass 37, OCS-G 01295, Bauer A and / OCS-G 04125, Bauer A/Plata, 8,800' TVDSS.
 - Main Pass 38, OCS-G 01623, Bauer B/Plata, 8,800' TVDSS.
 - Main Pass 40, OCS-G 00373, Bauer A/Koho, OCS-G 01297, Bauer A/Koho/Plata, 8,800° TVDSS.
 - Main Pass 41, OCS-G 00374, Bauer A/Koho, 14,800' TVDSS.
 - Main Pass 42, OCS-G 00375, Bauer A, 14,800' TVDSS.
 - Main Pass 58 N/2, OCS-G 00378, Koho, 14,800' TVDSS.
 - Main Pass 59 NW/4, OCS-G 00379, Koho, 14,800' TVDSS.
 - Main Pass 298, OCS-G 01315, Izzv, 8,700' TVDSS.
 - Main Pass 299, OCS-G 01316, Izzy, 8,700' TVDSS.
 - Bay Marchand 1, SL 1365, Bora Bora, 17,200' TVDSS
 - Bay Marchand 2, SL 01366/OCS-G 00369, Bora Bora, 17,200' TVDSS.
 - Bay Marchand 3, SL 01367/OCS-G 00370, Bora Bora, 17,200' TVDSS.
 - Bay Marchand 4, SL 18637/SL 21297, Bora Bora, 17,200' TVDSS.
 - Grand Isle 25, SL 1486, Bora Bora, 17,200' TVDSS.
 - South Timbalier 23, OCS-G 0386/OCS-G 0166, Bora Bora, 17,200' TVDSS.

The LEASES:

QLS No. 015485:

State Lease No. 1486, dated effective July 17, 1948, from the State Mineral Board acting on behalf of the State of Louisiana, as Lessor, to The California Company, as Lessee, bearing State Lease No. 1486, covering a portion of Grand Isle Block 25 containing 3,000.00 acres more or less, recorded in Conveyance Book No. 258, Folio 331 of the Conveyance Records of Jefferson Parish, Louisiana; and recorded in Conveyance Book No. 135, Page 347, under Entry No. 79661 of the Conveyance Records of Lafourche Parish, Louisiana.

OLS No. 828273:

Lease for Oil, Gas and Other Liquid or Gaseous Minerals, dated effective April 11, 2007, from the State Mineral Land Board of the State of Louisiana acting on behalf of the State of Louisiana, as Lessor, to Chevron U.S.A. Inc., as Lessee, bearing State Lease No. 19323, covering a portion of Grand Isle Area, Block 26 containing 204.86 acres, more or less, recorded in Conveyance Book 1696, Page 342, under Instrument Number 1027652 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 115427:

State Lease No. 932, dated effective April 21, 1947, from the State Mineral Board acting on behalf of the State of Louisiana, as Lessor, to The California Company, as Lessee, bearing State Lease No. 932 and applying to property located in Jefferson, Lafourche and Plaquemine Parishes described as the West Half of Tract 1561 (Block 26) of Grand Isle Area, recorded in Conveyance Book 239, Folio 307, of the Conveyance Records of Jefferson Parish, Louisiana; in the Conveyance Book 126, Page 395, Entry No. 73312, of the Conveyance Records of Lafourche Parish, Louisiana; and in Conveyance Book 125, Folio 276, of the Conveyance Records of Plaquemines Parish, Louisiana.

Decision, Lease Continued, dated June 17, 1955, by and between the United States Department of the Interior Bureau of Land Management and The California Company, for that portion of State Lease No. 932 which is situated on the outer Continental Shelf as a separate and distinct lease under Section 6 of the Outer Continental Shelf Lands Act, said lease being now OCS Lease No. 0390 containing 1450 acres, more or less, with an expiration date of the primary term December 17, 1956.

QLS No. 015486:

State Lease No. 1487, dated effective July 17, 1948, from the State of Louisiana, as Lessor, to The California Company, as Lessee, bearing State Lease No. 1487 covering the east half of Block 26, Grand Isle Area, Lafourche and Jefferson Parishes, State of Louisiana, recorded in Conveyance Book 258, Folio 425, of the Conveyance Records of Jefferson Parish, Louisiana; and Conveyance Book 135, Entry No. 79662, of the Conveyance Records of Lafourche Parish, Louisiana.

Decision, Lease Continued, dated effective June 17, 1955, by the United States Department of the Interior Bureau of Land Management, for that portion of State Lease No. 1487 which is situated on the outer Continental Shelf became a separate and distinct lease under Section 6 of the Outer Continental Shelf Lands Act, said lease being now OCS Lease No. 0391 containing 1990 acres, more or less, with an expiration date of the primary term March 13, 1958.

QLS No. 014881:

State Lease No. 1365, dated effective April 1, 1948, from the State Mineral Board acting on behalf of the State of Louisiana, as Lessor, to The California Company, as Lessee, bearing State Lease No. 1365, covering a portion of Bay Marchand Area, Block 1 containing 3,000 acres, more or less, recorded in Conveyance Book No. 132, Page 547 under Entry No. 77753 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 015484:

State Lease No. 1482, dated effective July 17, 1948, between the State Mineral Board acting on behalf of the State of Louisiana, as Lessor, and The California Company, as Lessee, bearing State Lease No. 1482 and covering a portion of Bay Marchand Area Block 1, containing 4,100 acres, more or less, recorded in Conveyance Book 135, Page 351 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 049640:

State Lease No. 2724, dated effective May 19, 1955, between the State Mineral Board acting on behalf of the State of Louisiana, as Lessor, and The California Company, as Lessee, bearing State Lease No. 2724, covering Tract 6042 being a portion of Bay Marchand Block 1, containing 715 acres, recorded in Conveyance Book 194, Folio 229, under Entry No. 130009 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 014882:

State Lease No. 1366, dated effective March 15, 1948, by and between the State Mineral Board on behalf of the State of Louisiana, as Lessor, and The California Company, as Lessee, bearing State Lease No. 1366 and applying to property located in Lafourche Parish, Louisiana, and described as Block 2, Bay Marchand Area, recorded in Conveyance Book No. 132, Page No. 387, under Entry No. 77528, of the Conveyance Records of Lafourche Parish, Louisiana.

Decision, Lease Continued, dated June 17, 1955, by and between the United States Department of the Interior Bureau of Land Management and The California Company, for that portion of State Lease No. 1366 which is situated on the outer Continental Shelf as a separate and distinct under Section 6 of the Outer Continental Shelf Lands Act, said lease being now OCS Lease No. 0369 located in Block 2, Bay Marchand Area, containing 2,515 acres and having a primary term expiration date of November 11, 1957.

QLS No. 014883:

Oil, Gas and Mineral Lease, dated effective March 15, 1948, by and between the State Mineral Board of the State of Louisiana and The California Company, bearing State Lease No. 1367 and applying to property in Lafourche Parish, Louisiana, described as Tract 3047, Block 3, Bay Marchand Area, recorded in Conveyance Book 132, Entry No. 77527, of the Conveyance Records of Lafourche Parish, Louisiana.

Decision, Lease Continued, dated June 17, 1955, by and between the United States Department of the Interior Bureau of Land Management and The California Company, for that portion of State Lease No. 1367 which is situated on the outer Continental Shelf as a separate and distinct lease under Section 6 of the Outer Continental Shelf Lands Act, said lease being now OCS Lease No. 0370 located in Block 3, Bay Marchand Area, containing 1,320 acres, more or less, and having an expiration date of the primary term on November 11, 1957.

QLS No. 707122:

Lease For Oil, Gas and Other Liquids or Gaseous Minerals, dated effective June 8, 2005, between the State Mineral Board of the State of Louisiana acting on behalf of the State of Louisiana, as Lessor, and Harold J. Anderson Inc., as Lessee, bearing State Lease No. 18637, covering portion of tract 37427 being

portions of Blocks 3 and 4, Bay Marchand Area containing 1,603.93 acres more or less, recorded in Conveyance Book 1615, Page 465, of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 115428:

State Lease No. 1024, dated effective April 25, 1947, by and between the State Mineral Board of the State of Louisiana acting on behalf of the State of Louisiana, as Lessor, and The California Company, as Lessee, being State Lease No. 1024, covering Tract 1765, North Half, Block 23, South Timbalier Area, containing 2500 acres, recorded in Conveyance Book No. 126, Page 397, under Entry No. 73313 of the Conveyance Records of Lafourche Parish, Louisiana; and recorded in Conveyance Book No. 155, Entry No. 67916 of the Conveyance Records of Terrebonne Parish, Louisiana.

Decision, Lease Continued, dated July 7, 1955, by and between the United States Department of the Interior Bureau of Land Management and The California Company, for that portion of State Lease No. 1024 which is situated on the outer Continental Shelf as a separate and distinct under Section 6 of the Outer Continental Shelf Lands Act, said lease being now OCS Lease No. 0386 located in Block 23, South Timbalier Area, and having a primary term expiration date of December 21, 1956.

QLS No. 053024:

State Lease No. 1240, dated effective July 19, 1947, by and between The State Mineral Board of the State of Louisiana acting on behalf of the State of Louisiana, as Lessor, and Continental Oil Company, Cities Services Oil Company, The Atlantic Refining Company and Tide Water Associated Oil Company, as Lessees, being State Lease No. 1240 and applying to property in Terrebonne and Lafourche Parishes, Louisiana, and described as Tract 2612, being the south half (S1/2) of Block 23, South Timbalier Area.

Decision, Lease Continued, dated October 14, 1953, by and between the United States Department of the Interior Bureau of Land Management and Continental Oil Company, Cities Services Oil Company, The Atlantic Refining Company and Tide Water Associated Oil Company, for that portion of State Lease No. 1240 which is situated on the outer Continental Shelf as a separate and distinct under Section 6 of the Outer Continental Shelf Lands Act, said lease being now OCS Lease No. 0166 located in Block 23, South Timbalier Area, and having a primary term expiration date of March 15, 1957.

QLS.No. 015171:

State Lease No. 1424, dated effective May 10, 1948, by and between the State Mineral Board of the State of Louisiana acting on behalf of State of Louisiana and The California Company, bearing State Lease No. 1424 and applying to property located in Lafourche Parish, Louisiana, and described as the North Half of Block 24, South Timbalier Area containing 2148.46 acres, recorded in Conveyance Book No. 134, Page 559, under Entry No. 79233, of the Conveyance Records of Lafourche Parish, Louisiana.

Decision, Lease Continued, dated October 1, 1954, by and between the United States Department of the Interior Bureau of Land Management and The California Company, for that portion of State Lease No. 1424 which is situated on the outer Continental Shelf as a separate and distinct lease under Section 6 of the Outer Continental Shelf Lands Act, said lease being now OCS Lease No. 0387 located in the North Half of Block 24, South Timbalier Area, having an expiration date of the primary term January 6, 1958.

QLS No. 053008:

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, dated effective September 1, 1955, by and between the United States of America, as Lessor, and The California Company, as Lessee, bearing Serial No. OCS 0595 covering the south half of Block 24, South Timbalier

Area as shown on official leasing map, Louisiana map No. 6, Outer Continental Shelf Leasing Map (Louisiana offshore operations.

QLS No. 115431:

State Lease No. 1488, dated effective July 17, 1948, by and between the State Mineral Board of the State of Louisiana, as Lessor, and The California Company, as Lessee, being State Lease No. 1488 and applying to property located in Lafourche and Jefferson Parishes, Louisiana, and described as Tract 3435, being the West half of original Block 37, Grand Isle Area, Lafourche and Jefferson Parishes, State of Louisiana, recorded in Conveyance Book 135, under Entry No. 79660 of the Conveyance Records of Lafourche Parish, Louisiana, and being recorded in Conveyance Book No. 258, Folio No. 385 of the Conveyance Records of Jefferson Parish, Louisiana.

Decision, Lease Continued, dated October 1, 1954, by and between the United States Department of the Interior Bureau of Land Management and The California Company, for that portion of State Lease No. 1488 which is situated on the outer Continental Shelf as a separate and distinct under Section 6 of the Outer Continental Shelf Lands Act, said lease being now OCS Lease No. 0392 located in Block 37, Grand Isle Area, and having a primary term expiration date of March 13, 1958.

QLS No. 053031:

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, dated effective October 1, 1959, by and between the United States of America, as Lessor, and The California Company, as Lessee, being the East half of Block 37 Grand Isle Area as shown on official leasing map, La. Map No. 7, Outer Continental Shelf Leasing Map (Louisiana offshore operations), containing 2,269.94 acres, more or less, bearing Serial Lease No. OCS 0685.

QLS No. 035032:

Oil, Gas and Mineral Lease, dated July 11, 1951, by and between the City of New Orleans, represented by its Mayor, deLesseps S. Morrison, acting as Trustee under the Act of Donation passed before Robert Legier, Notary Public, dated August 4, 1914, executed by Edward Wisner and the Mayor of the City of New Orleans, recorded in Will and Donation Book B, Folio 295 of the records of Lafourche Parish, Louisiana, as modified by the Act of Compromise and Satisfaction passed before Robert Legier, Notary Public, dated September 17, 1929, executed by the Mayor of the City of New Orleans and others, recorded in Conveyance Book 166, Entry No. 108713 of the records of Lafourche Parish, Louisiana and duly authorized by resolution adopted and passed by the Edward Wisner Donation Advisory Committee ("Lessee"), dated March 13, 1951, and The California Company ("Lessee") covering 15,200 acres of land, more or less; including all minerals underlying servitudes and rights of way which traverse and adjoin said land; and also, in addition to the above described land, all water beds and bottoms, all alluvion and batture, and all strips or parcels of land adjoining the land owned or claimed by Lessor., recorded in Conveyance Book 166, Entry No. 108713 of the Conveyance Records of Lafourche Parish, Louisiana.

Non QLS No. Leases:

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, dated effective June 1, 2018, by and between the United States of America, as Lessor, and Cantium, LLC, as Lessee, bearing Serial No. 36224, covering the north half of Block 22, South Timbalier Area OCS Leasing Map, Louisiana Map No. 6, containing approximately 2,500.00 acres, more or less.

Lease for Oil, Gas and Other Liquid or Gaseous Minerals, dated effective January 9, 2019, between the State Mineral Board of the State of Louisiana acting on behalf of the State of Louisiana, as Lessor,

and Cantium, LLC, as Lessee, bearing State Lease No. 21881, covering Tract 45062 being portions of Blocks 1 and 2, Bay Marchand Area, and Blocks 25 and 26 Grand Isle Area containing 2,283.18 acres more or less, recorded in: (i) Conveyance Book 3417, Page 230, Instrument No. 11906018 of the Conveyance Records of Jefferson Parish, Louisiana; and (ii) Conveyance Book 2127, Page 71,under Instrument No. 1272253 of the Conveyance Records of Lafourche Parish, Louisiana.

Lease for Oil, Gas and Other Liquid or Gaseous Minerals, dated effective January 9, 2019, between the State Mineral Board of the State of Louisiana acting on behalf of the State of Louisiana, as Lessor, and Cantium, LLC, as Lessee, bearing State Lease No. 21882, covering portions of Tract 45063 being portions of Blocks 4 and 5, Bay Marchand Area, containing 1,655.23 acres more or less, recorded in Conveyance Book 2127, Page 59, under Instrument No. 1272252 of the Conveyance Records of Lafourche Parish, Louisiana.

Lease for Oil, Gas and Other Liquid or Gaseous Minerals, dated effective January 9, 2019, between the State Mineral Board of the State of Louisiana acting on behalf of the State of Louisiana, as Lessor, and Cantium, LLC, as Lessee, bearing State Lease No. 21883, covering Tract 45067 being portions of Blocks 4 and 5, Bay Marchand Area, containing 1,658.43 acres more or less, recorded in Conveyance Book 2127, Page 46,under Instrument No. 1272251 of the Conveyance Records of Lafourche Parish, Louisiana.

The ROWs:

QLS No. 835268:

Pipeline Right-of-Way, dated July 29, 2010, from the Bureau of Safety and Environmental Enforcement to Chevron U.S.A. Inc., covering a 200-foot wide right-of-way to install, operate and maintain a 6 5/8 inch pipeline, 0.56 miles in length, to transport gas form the Federal/State Boundary in Bay Marchand Block 4 to a subsea tie-in in South Timbalier Area Block 22. The Assigned Right-of-Way Number being OCS-G28988 and Assigned Segment Number being 18060.

OLS No. 918209:

Right-of-Way Pipeline, dated June 4, 2013, from the Bureau of Safety and Environmental Enforcement to Chevron U.S.A. Inc., covering a 200-foot wide right-of-way to install, operate and maintain a 4 1/2-inch Pipeline approximately 3.62 miles to transport bulk gas from Platform S in South Timbalier Area Block 23, through Bay Marchand Area Block 3, South Timbalier Area Block 23, to a 6-inch subsea tie-in in South Timbalier Area Block 22. The assigned ROW number is OCS-G29199, and the assigned segment number is 18901.

QLS No. 836554:

Right-of-Use and Easement, dated October 24, 2008, to drill and complete SG Well No. 27 ST1 from Platform SG, located in OCS 00369, Bay Marchand Block 2, into Louisiana State Leases 1366 and 19323, Grand Isle Block 26. The RUE number being OCS-G 30101.

QLS No. 894512:

Right-of-Use and Easement, dated August 21, 2012, to drill and complete the SL 1366, Well No. 84 to be utilized as a dump flood injection well to enhance production form the BM2 8200 MIO RH SU, formed by Conservation Order No. 184-AAA. The No. 84 well was directionally drilled from a surface location on SL 1366 with two completions; the shallower CP-3 sand as the water source with a take-point on SL 1366, and the 8200' MIO RH Sand as the injection target whose injection point is on OCS 0369. The RUE number being OCS-G 30219.

OLS No. 001704:

Right-of-Way, State R/W No. 0.489, dated March 21, 1958, between the State of Louisiana, as Grantor, and The California Company, as Grantee, covering a 300' wide pipeline right-of-way located in Pass Fourchon in Section 24 & 25,, T23S – R22E, Lafourche Parish, Louisiana, recorded in Conveyance Book 233, Page 477, Entry No. 158414 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 003534:

Pipeline Right-of-Way Grant, State R/W No. 2224, dated February 2, 1984 for a twenty (20) year term, between the State of Louisiana, as Grantor, and Gulf Oil Corporation, as Grantee, for a six inch (6") pipeline beginning at a point on the North bank of Pass Fourchon, Section 14, Township 23 South, Range 22 East, to a point on the South Bank of Pass Fourchon in Section 23, Township 23 South, Range 22 East, recorded in Conveyance Book 858, Folio 824, Entry No. 60346, of the Conveyance Records of Lafourche Parish, Louisiana.

Pipeline Right-of-Way Grant Renewal, dated effective February 2, 2004, for a twenty (20) year term, between the State of Louisiana, as Grantor, and Chevron U.S.A. Inc., as Grantee, recorded in Conveyance Book 1571, Folio 819, Entry No. 969682, of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 115526:

Right-of-Way, **State R/W No. 0.394**, dated February 1, 1956, between the State of Louisiana, as Grantor, and The California Company, as Grantee, for a 300' wide pipeline right-of-way located in Pass Fourchon, T23S – R22E, Lafourche Parish, Louisiana, recorded in Conveyance Book 203, Folio 293, Entry No. 136990 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 706445

Pipeline Right-of-Way Grant, State R/W No. 2118, dated January 5, 1983, issued by the State of Louisiana in favor of Chevron Pipe Line Company for the installation, operation and maintenance of a crude oil line commencing at a point on the federal unit boundary in Block 2, Bay Marchand Area and passing over Block 2, Block 3, and Block 1 Bay Marchand Area until it intersects with the shore line near Fourchon Terminal, recorded in Conveyance Book No. 806, Folio 385 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 706123:

State of Louisiana Pipeline Right of Way Grant, State R/W No. 2119, dated January 5, 1983, issued by the State of Louisiana in favor of Chevron Pipe Line Company for the installation, operation and maintenance of a crude oil line commencing at a point on the federal unit boundary in Block 2, Bay Marchand Area and passing over Block 2, Block 3, and Block 1 Bay Marchand Area until it intersects with the shore line near Fourchon Terminal.

Pipeline Right of Way Grant Renewal, dated effective January 5, 2003, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. to renew the Pipeline Right of Way Grant No. 2119 originally issued January 5, 1983, recorded in Conveyance Book No. 1523, Folio 650, Entry No. 847960 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 003089:

State of Louisiana Pipeline Right of Way Grant, State R/W No. 2346, effective October 11, 1985, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. for the installation, operation and

maintenance of (9) bulk oil and natural gas pipelines in the Bay Marchand Field, recorded in Conveyance Book No. 930, Folio 550, Entry #637644 of the Conveyance Records of Lafourche Parish, Louisiana.

State of Louisiana Pipeline Right of Way Grant Renewal, State R/W No. 2346, effective October 11, 2005, issued by the State of Louisiana renewing the right of way grant for (9) bulk oil and natural gas pipelines in the Bay Marchand Field, recorded in Conveyance Book No. 1661, Page 1880, Instrument Number: 1009432 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 040975:

State of Louisiana Pipeline Right of Way Grant, State R/W No. 4137, effective September 18, 2001, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. for the installation, operation, maintenance and repair of a 6" bulk pipeline from Grand Isle Block 25, SL17160 SSTI to Bay Marchand Block 1, SL1365 "T" Structure, said line being 11,004.71 feet in length (667 rods), recorded in Conveyance Book No. 1479, Folio 182, Entry #904179 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 828928:

State of Louisiana Pipeline Right of Way Grant, State R/W No. 4862, dated effective May 20, 2004, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. for the installation, operation, maintenance and repair of a 6" bulk pipeline to transport hydrocarbons from Bay Marchand Block 2, SL 1366 Well No. 48 to the "I" Structure, located in Bay Marchand Block 3, recorded in Conveyance Book No. 1713, Page 360, Instrument Number: 1035775 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 876643:

State of Louisiana Pipeline Right of Way Grant, State R/W No. 5343, dated effective September 1, 2011, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. for the installation, operation, maintenance and repair of a 10" bulk pipeline form the State/Federal three-mile line located in Bay Marchand Block 2 to Bay Marchand Block 1 "T" Structure, recorded in Conveyance Book No. 1867, Page 673, Instrument Number: 1120981 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 116194:

State of Louisiana Right of Way Grant, State R/W No. 2839, dated effective April 5, 1991, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. for the installation, operation, maintenance and repair of a 6" high pressure gas flowline from the "P" structure, State Lease 932 to the State Lease 1486 lease line, recorded in Conveyance Book No. 1109, Folio 366, Entry #723655 of the Conveyance Records of Lafourche Parish, Louisiana.

State of Louisiana Pipeline Right of Way Grant Renewal, State R/W No. 2839, dated effective April 5, 2011, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. renewing Right of Way Grant No. 2839 originally issued on April 5, 1991, recorded in Conveyance Book No. 1853, Page 42, Instrument Number: 1113166 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 116195:

State of Louisiana Pipeline Right of Way Grant, State R/W No. 2840, dated effective April 5, 1991, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. for the installation, operation, maintenance and repair of a 6" bulk pipeline from the "SH" structure, Louisiana State Lease No. 1366 to the "P" Structure, Louisiana State Lease 932, recorded in Conveyance Book No. 1109, Folio 369, Entry #723656 of the Conveyance Records of Lafourche Parish, Louisiana.

Pipeline Right of Way Grant Renewal, State of Louisiana No. 2840, dated effective April 5, 2011, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. renewing Right of Way Grant No. 2840 originally issued on April 5, 1991, recorded in Conveyance Book No. 1853, PG 46, Instrument Number: 1113167 of the Conveyance Records of Lafourche Parish, Louisiana

OLS No. 695216:

State of Louisiana Pipeline Right of Way Grant, State R/W No. 4429, dated effective December 1, 2003, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. for the installation, operation, maintenance and repair of a 10" oil and water pipeline from Grand Isle Block 37 Structure "R" to Bay Marchand Block 1, recorded in Conveyance Book No. 1558, Folio 120, Instrument Number: 953219 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 707178:

State of Louisiana Pipeline Right of Way Grant, State R/W No. 4608, dated effective May 25, 2005, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. for the installation, operation, maintenance and repair of a 6" bulk pipeline from Bay Marchand Block 2, SL 1366 Well No. 56 to a subsea tie-in located in Bay Marchand Block 3, recorded in Conveyance Book No. 1616, Page 523, Instrument Number: 986995 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 820238:

State of Louisiana Pipeline Right of Way Grant, State R/W No. 4617, dated effective June 28, 2005, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. for the installation, operation, maintenance and repair of a 6" bulk pipeline and a 4" gas lift line from Bay Marchand Block 3, SL 1367 Well No. 62 to SL 1366 Well No. 76 located in Bay Marchand Block 3, recorded in Conveyance Book No. 1635, Page 781, Instrument Number: 996700 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 917473:

State of Louisiana Pipeline Right of Way Grant, State R/W No. 5484, dated effective May 15, 2013, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. for the installation, operation, maintenance and repair of a 75' Construction Right of Way and a 35' Permanent Right of Way in Bay Marchand Block 3, recorded in Conveyance Book No. 1936, Page 413, Instrument Number: 1161988 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 942916:

State of Louisiana Pipeline Right of Way Grant, State R/W No. 5655, dated effective September 1, 2015, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. for the installation, operation, maintenance and repair of a 3" gas lift pipeline commencing at the SL 1367/1366 lease line and terminating at SL 1366 Well No. 48 located on SL 1366, recorded in Conveyance Book No. 2020, Page 630, Instrument Number: 1208125 of the Conveyance Records of Lafourche Parish, Louisiana.

OLS No. 923497:

State of Louisiana Pipeline Right of Way Grant, State R/W No. 5578, dated effective August 1, 2014, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. for the installation, operation, maintenance and repair of a 12" pipeline to transport produced water, commencing at the State/Federal boundary in Bay Marchand Block 3 and terminating at the shoreline located in Bay Marchand Block 1, recorded in Conveyance Book No. 1977, Page 66, Instrument Number: 1183969 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 835141:

State of Louisiana Pipeline Right of Way Grant, State R/W No. 5200, dated effective March 9, 2010, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. for the installation, operation, maintenance and repair of a 6" gas pipeline from Bay Marchand Block 3 "C&I" Structure to the State/Federal boundary line located in Bay Marchand Block 4, recorded in Conveyance Book No. 1822, Page 855, Instrument Number: 1094741 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 865501:

State of Louisiana Pipeline Right of Way Grant, State R/W No. 5358, dated effective November 1, 2011, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. for the installation, operation, maintenance and repair of a 4" gas pipeline tie-in and two 6" bulk oil pipeline tie-ins located in Grand Isle Block 26, recorded in Conveyance Book No. 1882, Page 357, Instrument Number: 1130517 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 033488:

State of Louisiana Pipeline Right of Way Grant, State R/W No. 3590, dated effective February 16, 1998, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. for the installation, operation, maintenance and repair of two 4" pipelines commencing in Bay Marchand Block 1, SL 1365 Well No. 71 and terminating at the SL 1367 "J" structure, recorded in Conveyance Book No. 1338, Folio 815, Instrument Number: 829096 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 834358:

State of Louisiana Pipeline Right of Way Grant, State R/W No. 5194, dated effective February 24, 2010, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. for the installation, operation, maintenance and repair of a 6" gas pipeline from Bay Marchand Block 1, "HH-T" Structure to "C&I" Structure located in Bay Marchand Block 3, recorded in Conveyance Book No. 1811, Page 464, Instrument Number: 1088781 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 923492:

State of Louisiana Pipeline Right of Way Grant, State R/W No. 5576, dated effective August 1, 2014, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. for the installation, operation, maintenance and repair of a 4" pipeline commencing at the shoreline located in Bay Marchand Block 1, SL 1365 and terminating in Bay Marchand Block 3, SL 1367, recorded in Conveyance Book No. 1977, Page 58, Instrument Number: 1183967 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 923499:

State of Louisiana Pipeline Right of Way Grant, State R/W No. 5577, dated effective August 1, 2014, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. for the installation, operation, maintenance and repair of a 10" spare pipeline and two 8" future power cable pipelines commencing at the shoreline located in Bay Marchand Block 1, terminating in Bay Marchand Block 1, SL 1365, recorded in Conveyance Book No. 1977, Page 62, Instrument Number: 1183968 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 003221:

State of Louisiana Pipeline Right of Way Grant, State R/W No. 2528, dated effective August 17, 1987, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. for the installation, operation, maintenance and repair of an 8" pipeline beginning at the "T" Platform in Bay Marchand Block 1 and

terminating at the "P" Platform in Grand Isle Block 26, recorded in Conveyance Book No. 993, Folio 237, Instrument Number: 671005 of the Conveyance Records of Lafourche Parish, Louisiana.

State of Louisiana Pipeline Right of Way Grant Renewal, dated effective August 17, 2007, renewing Pipeline Right of Way Grant No. 2528 for a twenty year term expiring August 17, 2027, recorded in Conveyance Book No. 1714, Folio 7, Instrument Number: 1036551 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 942921:

State of Louisiana Pipeline Right of Way Grant, State R/W No. 5657, dated effective October 1, 2015, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. for the installation, operation, maintenance and repair of an 8" wet oil pipeline commencing at the SL 2724/SL 1365 lease line in the Bay Marchand Field, and terminating as it re-enters the SL 1365 lease, recorded in Conveyance Book No. 2020, Page 634, Instrument Number: 1208126 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 023443:

State of Louisiana Pipeline Right of Way Grant, State R/W No. 3486, dated September 12, 1997, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. for the installation, operation, maintenance and repair of a 3" and 4" pipeline on a segment of Bay Marchand Block 1 beginning at Well No. 1, S.L. 1482 thence to Chevron's "T" structure, recorded in Conveyance Book No. 1321, Folio 592, Instrument Number: 821510 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 946442:

State of Louisiana Pipeline Right of Way Grant, State R/W No. 5676, dated April 1, 2016, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. for the installation, operation, maintenance and repair of a 6" OD pipeline from Grand Isle Block 25 to Bay Marchand Block 1, SL 1365 "HH" Structure, recorded in Conveyance Book No. 2036, Folio 645, Instrument Number: 1218846 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 117431:

Right of Way Agreement, dated May 16, 1963, between the City of New Orleans, as Grantor, and Gulf Oil Corporation, as Grantee, for the installation, operation, maintenance and repair of a certain pipeline across Sections 24 & 25 of T23S – R22E, recorded in Conveyance Book No. 310, Page 57, Entry No. 219054 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 003535:

Right-of-Way Agreement, dated September 6, 1984, between the City of New Orleans, as Grantor, and Gulf Oil Corporation, as Grantee, for a thirty foot (30') pipeline right-of-way and easement for a six and five-eighths (6-5/8") inch pipeline for the transporting of gas, water and minerals being fifteen feet (15') on each side of the centerline and measuring approximately 122 rods in length, located on, over and across property situated in the North East Quadrant (NE/4) of Section 23, and the North West Quadrant (NW/4) of Section 24, Township 23 South, Range 22 East, recorded in Conveyance Book 880, Folio 629, Entry No. 613826 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 001701:

Right-of-Way Agreement, dated January 26, 1956, wherein L. Phillip Caillouet, et al, as Grantor, granted and conveyed to The California Company, as Grantee, a right-of-way, easement and servitude upon, through and across a strip of land in Section 24, T23S R22E, for the purpose of laying,

constructing, operating and maintain pipe lines to transportation of water, oil, gas and other minerals, being sixty feet (60') in width, recorded in Conveyance Book No. 234, Folio 232, Entry No. 158864, of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 001705:

Right-of-Way, dated July 1, 1958, wherein L. Phillip Caillouet, et al, as Grantor, granted and conveyed to The California Company, as Grantee, a right-of-way, easement and servitude upon, through and across a strip of land situated in Section 24 T-23-S, R-22-E, for the purpose of laying, constructing, operating and maintain pipe lines and appurtenances therefor the transportation of water, oil, gas and other minerals, being sixty feet (60°) in width, recorded in Conveyance Book 253, Folio 348, Entry No. 172515 of the Conveyance Records of Lafourche Parish, Louisiana.

The UNITS:

QLS No. 111981:

South Bay Marchand Unit Agreement dated effective October 21, 1957, by and between The United States of America, Secretary of the Interior, and The California Company, Continental Oil Company, The Atlantic Refining Company, Tidewater Oil Company, and Cities Service Production Company. The Unit Area to include the described land as shown on the United States Official Leasing Maps for the Bay Marchand, South Timbalier, and Grand Isle areas. That part of the described lands, situated on the Outer Continental Shelf as defined in Section 2 (a) of the Outer Continental Shelf Lands Act, which is south of the line between Zone One (1) and Zone Two (2) as defined in the Interim Agreement effective October 12, 1956, between the United States of America and the State of Louisiana, containing approximately 20,493.41 acres, to wit: Blocks 22, 23 and 24 as shown on the United States Official Leasing Map for the South Timbalier Area (La. Map No. 6); Blocks 2 and 3 as shown on the United States Official Leasing Map for the Bay Marchand Area (La. Map No. 6); and, Block 26 and the West Half of Block 37 as shown on the United States Official Leasing Map for the Grand Isle Area (La. Map No. 7). Any part of the area lying north of the line between said Zone One (1) and Zone Two (2) covered by any part of the above numbered blocks which is submerged land lying seaward and outside of the area of lands beneath navigable waters as defined in Section 2 of the Submerged Lands Act also constitutes a part of the Unit Area and is covered by and subject to this Unit Agreement.

QLS No. 000276:

Unit Agreement, For the Development and Operation of 3600' RD Sand, Bay Marchand Block 2 Field, dated effective August 1, 1973, by and between Chevron Oil Company (Unit Operator and Working Interest Owner); Continental Oil Company, Atlantic Richfield Company, Getty Oil Company, Cities Service Oil Company, and Tenneco Oil Company (Working Interest Owners under South Bay Marchand Federal Unit Agreement No. 14-08-001-3915); the State Mineral Board for the State of Louisiana; and the Secretary of the Interior on behalf of the United States of America, for the establishment of the BM2 3600 RD SU containing 88.10 acres, more or less, and containing portions of Blocks 2 and 3, Bay Marchand Block 2 Field. The Unitized Formation is defined as those subsurface portions of the Unit Area commonly known as the 3600' Sand, Reservoir D, being that hydrocarbon bearing sand found on the Schlumberger Electric Log of the Chevron Oil Company (formerly The California Company) SL 1367 N-2 Well between the measured depths of 3795' and 3824' MD. The Unit Area lies partially within the existing South Bay Marchand Federal Unit, and Unitized Substances allocated in accordance with this agreement to land unitized under the South Bay Marchand Unit Agreement pursuant to the appropriate provisions of that agreement.

QLS No. 000277:

Unit Agreement For the Development and Operation of Bay Marchand Block 2 Field 3650' Upper RD Sand Unit, dated effective October 1, 1970, by and between Chevron Oil Company (Unit Operator and Working Interest Owner), the State Mineral Board of the State of Louisiana, and the Secretary of the Interior of the United States of America, for the establishment of the BM2 3650 U RD Sand Unit containing 167.79 acres, more or less, and containing portions of Blocks 2 and 3, Bay Marchand Area. The United Formation is defined as those subsurface portions of the Unit Area commonly known or described as the 3650' Upper RD Sand being that hydrocarbon bearing sand found on the Schlumberger Electric Log of the Chevron Oil Company (formerly The California Company) SL 1367 N-7 Well between the measured depths of 4300' and 4446'. The Unit Area lies partially within the existing South Bay Marchand Federal Unit, and Unitized Substances allocated in accordance with this agreement to land unitized under the South Bay Marchand Unit Agreement shall be redistributed to lands unitized under the South Bay Marchand Unit Agreement pursuant to the appropriate provisions of that agreement.

QLS No. 907479:

Unit Agreement, dated February 13, 2013, between Chevron U.S.A. Inc. and the State Mineral and Energy Board, establishing the BM2 4800 RH SU as the Unitized Zone, being defined as that oil and gas bearing sand occurring between 8,692' MD and 8,860' MD on the Log of the SL 1367 No. H-7 ST01BP01 Well located in the Bay Marchand Block 2 Field, recorded in Conveyance Book No. 1925, Page 477, Instrument Number: 1155854 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 917781:

Unit Agreement, dated June 12, 2013, between Chevron U.S.A. Inc. and the State Mineral and Energy Board, establishing the BM2 8350 RAA SU as the Unitized Zone, being defined as that oil and gas bearing sand occurring between 8214' MD and 8374' MD on the Log of the SL 1486 No. 3 Well located in the Bay Marchand Block 2 Field, recorded in Conveyance Book No. 1938, Page 300, Instrument Number: 1162991 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 917917:

Unit Agreement, dated June 12, 2013, between Chevron U.S.A. Inc. and the State Mineral and Energy Board, establishing the BM2 8300 RNN SU as the Unitized Zone, being defined as that oil and gas bearing sand occurring between 8154' MD and 8355' MD on the Log of the SL 1486 No. 16 Well in the Bay Marchand Block 2 Field, recorded in Conveyance Book No. 1938, Page 270, Instrument Number: 1162986 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 117255:

Pooling and Unitization Agreement, dated May 13, 1992, between the State Mineral Board, the City of New Orleans and Chevron U.S.A. Inc., unitizing the 7600' L RDD SU in the Bay Marchand Block 2 Field, recorded in Conveyance Book No. 1174, Page 49, Entry No. 751558 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 000735:

Unit Agreement, 7500' Reservoir A Sand Bay Marchand Block 2 Field, dated effective December 1, 1970, between Chevron Oil Company, the State Mineral Board and the City of New Orleans, concerning the 7500' Reservoir A Sand Unit.

QLS No. 000736:

Unit Agreement, 7600' Reservoir A Sand Bay Marchand Block 2 Field, dated effective September 1, 1971, between Chevron Oil Company, the State Mineral Board and the City of New Orleans, concerning the 7600' Reservoir A Sand Unit.

QLS No. 000769:

Pooling and Unitization Agreement, dated June 9, 1993, between the State Mineral Board acting on behalf of the State of Louisiana, the City of New Orleans and Chevron U.S.A. Inc., concerning the 8300' Sand, Reservoir RKK SU.

QLS No. 161035:

Voluntary Unit Agreement, dated June 11, 2003, between the State Mineral Board, EPL of Louisiana, L.L.C., The William G. Helis Company, L.L.C. and Chevron U.S.A. Inc., creating a Voluntary Unit for all hydrocarbon bearing sands encountered between the depths of 938 feet and 9990 feet in the EPL-SL 1486 Well No. 1, Serial No. 227873, within the Unit Area of State Lease No. 1486 and State Lease No. 17160, recorded in COB 1536, Entry # 939404 of the Conveyance Records of Lafourche Parish, Louisiana.

OLS No. 823173:

Voluntary Unit Agreement, dated July 12, 2006, between the State Mineral Board, EPL of Louisiana, L.L.C., Helis Oil & Gas Company, L.L.C. and Chevron U.S.A. Inc., establishing a Voluntary Unit for the 8300 foot sand encountered between the depths of 6,924 feet and 6,960 feet in the Chevron – SL 1365 Well No. (SE) 78, Serial #210621 within the Unit Area of State Lease No. 1365 and State Lease No. 17160.

QLS No. 940571:

Voluntary Unit Agreement, dated May 1, 2015, between the State Mineral and Energy Board, the City of New Orleans and Chevron U.S.A. Inc., establishing a voluntary unit for the 8600' Reservoir A Sand underlying those certain tracts of land comprising a portion of State Lease Nos. 1365, 1482 and 2724 and the City of New Orleans Lease, situated in Lafourche Parish, Louisiana.

The SURFACE RIGHTS:

QLS No. 907103:

Surface Lease, dated December 13, 1996, between the State Mineral Board and Chevron U.S.A. Inc. releasing the mineral rights, title and interest to State Lease 932, while reserving all rights and privileges of the surface and subsurface use granted therein, recorded in Conveyance Book No. 895, Folio 651 of the Conveyance Records of Plaquemines Parish, Louisiana.

OLS No. 894516:

Surface Lease with Subsurface Agreement No. 5406, dated effective July 23, 2012, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. to drill a directional well (SL1365 No. CP 3 ST01) with a surface location being situated within State Lease No. 1486 and a bottomhole location being situated within State Lease No. 1365, recorded in COB 1899, PG 346, IN#114121 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 833171:

Surface Lease with Subsurface Agreement No. 5054, dated effective August 21, 2008, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. to drill a directional well (SL 19323 SH#1 ST1) with a

surface location being situated within State Lease No. 1366 and a bottomhole location being situated within State Lease No. 19323, recorded in COB 1757, PG 404, IN#1058837 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 876044:

Surface Lease with Subsurface Agreement No. 5377, dated effective March 19, 2012, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. to drill a directional well (SL 1366 #83) with a surface location being situated within State Lease 1366 and a bottomhole location being situated within OCS Lease No. 00390, recorded in COB 1883, Page 753, IN#1131295 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 922750

Subsurface Agreement No. 5034, dated July 23, 2008, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. to drill a directional well (SL 19323 SG No. 1) with a surface location being situated within OCS Lease No. 0369 and a bottomhole location being situated within SL 19323, recorded in COB 1753, Page 338, Instrument Number: 1056780 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 705573

Surface Lease with Subsurface Agreement No. 4606, dated May 31, 2005, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. to drill a directional well (SL 1367 No. 62) with a surface location being situated on SL 1367 and a bottomhole location being situated within SL 1366, recorded in COB 1609, Folio 212, Instrument Number: 983596 of the Conveyance Records of Lafourche Parish, Louisiana.

OLS No. 823223

Surface Lease with Subsurface Agreement No. 4706, dated effective May 10, 2006, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. to drill a directional well (SL 18637 No. O-2 ST2) with a surface location being situated on SL 1367 and a bottomhole location being situated within SL 18637, recorded in COB 1655, PG 1, Instrument Number: 1006492 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 823382

Surface Lease with Subsurface Agreement No. 4726, dated effective July 1, 2006, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. to drill a directional well (SL 1367 Well No. 54 ST1) with a surface location being situated on SL 1366 and a bottomhole location being situated within OCS 0370, recorded in COB 1658, Page 124, Instrument Number: 1007737 of the Conveyance Records of Lafourche Parish, Louisiana.

OLS No. 825060

Surface Lease with Subsurface Agreement No. 4755, dated effective October 12, 2006, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. to drill a directional well (SL 1365 Well No. L-9) with a surface location being situated on SL 1367 and a bottomhole location being situated within SL 1365, recorded in COB 1674, PG 576, Instrument Number: 1016054 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 876045

Surface Lease with Subsurface Agreement No. 5378, dated effective March 19, 2012, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. to drill a directional well (SL 1367 Well No. O-10)

with a surface location being situated on SL 1367 and a bottomhole location being situated within SL 18637, recorded in COB 1883, Page 749, Instrument Number: 1131294 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 921618

Surface Lease with Subsurface Agreement No. 5541, dated effective March 13, 2014, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. to drill a directional well with a surface location being situated on SL 1366 and a bottomhole location being situated within OCS Lease No. 0369, recorded in COB 1961, Page. 471, Instrument Number: 1175056 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 012067:

Surface and Subsurface Agreement, dated effective September 1, 1995, by and between certain Grantors represented by the Edward Wisner Donation Advisory Committee and Chevron U.S.A. Inc. ("Grantee") to that certain tract of land consisting of 17.395 acres of surface and 100 acres of subsurface, above 12,000' TVD, located in Section 24, Township 23 South, Range 22 East, Lafourche Parish, Louisiana, recorded in Conveyance Book 1258, Folio 10, Entry No. 789713 of the Conveyance Records of Lafourche Parish, Louisiana. *Grantee must have prior written permission for assignment*.

QLS No. 013228:

Surface and Subsurface Sublease, dated January 1, 1996, between L&L Oil Company, Inc., as sublessor, and Chevron U.S.A. Inc., as Sublessee, of that certain tract located in SE/4 of Section 14, Township 23 South, Range 22East, containing 0.373 acres, recorded in Conveyance Book No. 1267, Page 49, Entry No. 793824 of the Conveyance Records of Lafourche Parish, Louisiana. *Requires sublessor's prior written consent to assign.*

QLS No. 947529:

Surface Lease with Subsurface Agreement No. 5683, dated effective June 1, 2016, issued by the State of Louisiana in favor of Chevron U.S.A. Inc. to drill a directional well with a surface location being situated on SL 1365 and a bottomhole location being situated within State Lease. 2724, recorded in Conveyance Book 2042, Page. 424, Instrument Number: 1222713 of the Conveyance Records of Lafourche Parish, Louisiana.

QLS No. 865463:

Access Agreement/ Right-of-Entry, dated October 31, 2011, wherein Chevron U.S.A. Inc. granted the Greater Lafourche Port Commission to enter upon Fourchon Terminal to maintain their communication equipment.

QLS No. 151146:

Pipeline Installation and Tie-In Agreement, dated January 1, 2001, between Chevron U.S.A. Inc. and Energy Partners Ltd. and Wheless Anderson L.L.C., causing Chevron to construct, connect subsea and install a six-inch diameter steel bulk oil pipeline for the purpose of gathering certain oil and water produced to the Bay Marchand Block 1 "T" Platform, originating at tie-in point on Grand Isle Block 25 "P" Platform.

QLS No. 948669:

Access and Use Agreement, dated effective August 1, 2016, between Chevron Pipe Line Company and Chevron U.S.A. Inc.

QLS No. 948702:

Fourchon Terminal Tank Lease and Connection Agreement, dated effective August 1, 2016, by and between Chevron Pipe Line Company and Chevron U.S.A. Inc. Consent to Assign – Section 19.4 by Chevron Pipe Line Company.

End of Exhibit A-1 - BAY MARCHAND FIELD

EXHIBIT A-2- MAIN PASS FIELDS

MAIN PASS 41 FIELD

The ASSETS:

The AREAS and LEASE Summary:

Area/Block	Lease	Description/Acreage	Depths	Record Title / Operating	Net Revenue Interest
				Rights Interest	Interest
Main Pass		All of Block 30,			
Area, Block	OCS-G 4903	containing 4,994.55	All Depths	100.00000% RT	78.33033%*
30		acres, more or less			
Main Pass		Portion of Block 37,			_
Area, Block	OCS-G 1295	containing 3,285.00	All Depths	100.00000% RT	78.33333% ⁵
37		acres, more or less			
Main Pass		Portion of Block 37,			
Area, Block		Main Pass Area;			
37, Breton	OCS-G 4125	Portion of Block 56,	All Depths	100.00000% RT	76.33333%**5
Sound	005 0 1125	Breton Sound Area,	rin Dopins		
Area, Block		containing 1,738.82			
56		acres, more or less			
Main Pass		All of Block 38,			
Area, Block	OCS-G 1623	containing 4,994.55	All Depths	100.00000% RT	78.33333% ⁵
38		acres, more or less			
Main Pass	OCS-G	All of Block 39,			
Area, Block	36228	containing 4,994.55	All Depths	100.00000% RT	87.50000%
39		acres, more or less			
Main Pass		E½ Block 40,			
Area, Block	OCS-G 1297	containing 2,497.28	All Depths	100.00000% RT	78.33333% ⁵
40		acres, more or less			
Main Pass		W½ Block 40,			
Area, Block	OCS 0373	containing 2,497.28	All Depths	100.00000% RT	82.50000%^, ⁵
40		acres, more or less	·		
		All of Block 41,			
		containing 4,994.55	All Depths	100.00000% RT	82.500000%^.5
Main Pass		acres, more or less	·		
Area, Block	OCS 0374	OCS 0374 #AE-46	Wellbore Only	100.00000% WI	80.08095%****
41		OCS 0374 # JA-45	Wellbore Only	100.00000% WI	80.15345%****
		OCS 0374 #CA-33	Wellbore Only	100.00000% WI	80.14032%****
		OCS 0374 #AC-41	Wellbore Only	100.00000% WI	80.08095%****
		E½ Block 42,			
Main Pass		covering 2,497.275	All Depths	100.00000% RT	82.50000%^, ⁵
Area, Block	OCS 0375	acres, more or less	<u></u>		
42		OCS 0375 #AE-48	Wellbore Only	100.00000% WI	80.20219%****
		OCS 0374 #JA-42	Wellbore Only	100.00000% WI	80.14032%****

Main Pass Area, Block 42	OCS-G 1367	W½ Block 42, covering 2,497.28 acres, more or less	All Depths	100.00000% RT	78.33333%
Main Pass Area, Block 43 & 44	OCS-G 3338	W½ W½ NW¼, NW¼ SW¼, W½ NE¼ SW¼ of Block 43, and SE¼ NE¼, NE¼ SE¼ of Block 44, covering 1,404.72 acres, more or less	All Depths	100.00000% RT	78.33333%
Main Pass Area, Block 57	OCS 0377	Northeast Quarter (NE¼) of Block 57, containing 1,248.6375 acres, more or less	All Depths	100.00000% RT	82.50000%^
Main Pass Area, Block 58	OCS 0378	North Half (N½) of Block 58, containing 2,497.275 acres, more or less	All Depths	100.00000% RT	82.50000%^, ⁵
Main Pass Area, Block 59	OCS 0379	Northwest Quarter (NW ¹ / ₄) of Block 59, containing 1,248.6375 acres, more or less	All Depths	100.00000% RT	82.50000%^ ^{,5}
		A portion of the South Half (S½), Northeast Quarter (NE¼) of Block 59, Main Pass Area, containing 1,406.00 acres, more or less	N/A	100.00000% RT	75.72916%***
Main Pass Area, Block 59	OCS-G 3194	A portion of the South Half (S½), Northeast Quarter (NE¼) of Block 59, Main Pass Area, containing 1,406.00 acres, more or less	All depths from the surface of the earth to the stratigraphic equivalent of the base of the 6050' Sand plus 100'	22.71874%***	
		OCS-G 3194 #A-5 BPO Status	Wellbore Only	15.00000% WI	11.35937%
		OCS-G 3194 #A-6 BPO Status	Wellbore Only	15.00000% WI	11.35937%
		OCS-G 3194 #A-17 BPO Status	Wellbore Only	15.00000% WI	11.35937%

		A portion of the Northeast Quarter (NE¼) of Block 59, Main Pass Area, containing 1,009.00 acres, more or less	All depths from 100' below the stratigraphic equivalent of the base of the 6050' Sand down to and including 11,131' TVDSS	35.00000% OR	26.505203%***
		A portion of the South Half (S½), Northeast Quarter (NE¼) of Block 59, Main Pass Area, containing 2,339.91 acres, more or less	100.00000% RT	78.33333%	
Main Pass Area, Block 59	OCS-G 8461	A portion of the South Half (S½), Northeast Quarter (NE¼) of Block 59, Main Pass Area, containing 2339.91 acres, more or less	All depths from the surface of the earth to the stratigraphic equivalent of the base of the 6050' Sand plus 100'	30.00000% OR	23.50000%
		OCS-G 8461 #AA-1	Wellbore	NONE	NONE
		A portion of the Northeast Quarter (NE¼) of Block 59,	All depths from the from 100' below the stratigraphic equivalent of the	35.00000% OR	27.41667%
		containing 238.00 acres, more or less	base of the 6050' Sand down to and including 11,131 TVDSS		
Main Pass Area, Block 127	OCS-G 1312	containing 238.00	base of the 6050' Sand down to and including	100.00000% RT	78.33333%

		NE¼; E½ NW¼; E½ W½ NW¼; Block 43,			
Main Pass Area, Block 43, Breton Sound Area, Block 54	OCS-G 1452	Main Pass Area; S½ S½ SE¼; S½ SE¼ SW¼; SE¼ SW¼ SW¼ of Block 54, Breton Sound Area, containing 2,731.4 acres, more or less	All Depths	100.00000% RT	78.33333%
		OCS-G 1452 #13/13D	Wellbore Only	100.00000% WI	80.15345%****
Breton Sound Area, Block	OCS-G 1372	South Half (S½) of Block 55, containing 2,497.28 acres, more or less	All Depths	100.00000% RT	78.33333%
55		OCS 0374 #FA-13 Wellbore	Wellbore Only	100.00000% WI	80.16064%****
Breton Sound Area, Block 56	OCS-G 1373	South Half (S½) of Block 56, containing 2,468.00 acres, more or less	All Depths	100.00000% RT	7 8 .33333% ⁵
Breton Sound Area, Block 56	OCS-G 4123	North Half (N½) of Block 56, Breton Sound Area, containing 2,497.275 acres, more or less	All Depths	100.00000% RT	78.33333%
Main Pass 40 Unit, Unit Agreement No. 14-08- 001-3847	OCS-G 1295 OCS-G 1297 OCS-G 1367 OCS-G 1372 OCS-G 1452 OCS 0373 OCS 0374 OCS 0375 OCS 0377 OCS 0377 OCS 0379 OCS 0379 OCS-G 1312 OCS-G 1623	Portions of Blocks 30, 37, 38, 40, 41, 42, 43, 44, 57, 58, 59 and 127, Main Pass Area, and portions of Block 54, 55 and 56, Breton Sound Area, containing a total of 38,451.6995 acres, more or less	All Depths	100.00000% WI	
Main Pass 59, 6050' Sand reservoir C Unit,	OCS-G 3194 OCS-G 8461	Portions of Leases OCS-G 3194 and OCS-G 8461, containing 472.30 acres, more or less	All depths from the surface of the earth to the stratigraphic equivalent of the base of the 6050' Sand plus 100'	30.00000% WI	

OCS-G 8940 ROW (Segment No. 8128)	6-5/8" natural gas line, 8.66 miles in lengths, from Main Pass Area, Block 30, Platform "A" platform across Blocks 27, 28 and 20, Main Pass Area, to a subsea tie-in to a 24-inch pipeline, (OCS-G 1689) in Block 25, Breton Sound Area	100.00000% RT	N/A
OCS-G 28264 ROW (Segment No.16012)	6-inch pipeline, 2.42 miles in length, to transport gas from the Main Pass Area Block 30 "A" platform through Breton Sound Area Block 41 to the "BD" platform located in Breton Sound Area Block 56	100.00000% RT	N/A
OCS-G 29239 ROW (Segment No.19106)	A bidirectional 6 5/8-inch pipeline, 2.46 miles in length, to transport gas from the Main Pass Area Block 30 "A" platform through Breton Sound Area Block 41 to the "BD" platform located in Breton Sound Area Block 56	100.00000% RT	N/A
OCS-G 29095 ROW (Segment No. 18313)	8 5/8-inch pipeline, 5.89 miles in length, to transport oil from Platform D in Block 42 through Blocks 43 and 44 to the Federal/State boundary in Block 55, all located in Main Pass Area	100.00000% RT	N/A
State of Louisiana Right-of-Way No. 5325	3899.84' (236.35 rods) 8" oil pipeline from the State/Federal three-mile line, located in Main Pass Block 55, to the Shell 20" pipeline located in the same block	100.00000% WI	N/A

[^]Represent Lease that are subject to the Section 6(a)9 of the OCS Lands Act (OCSLA).

- *** The above royalty interest is subject to a 1/16 of 5/6 of 50% (2.604167%) overriding royalty interest paid to BP Exploration & Production Company, created by Assignment of Oil and Gas Lease dated effective December 1, 1979, from Amoco Production Company, as Assignor, to Ocean Production Company, Ocean Oil & Gas Company and Murphy Oil Corporation, as Assignee.
- **** The above wellbores are subject to an overriding royalty interest that was burden by the predecessor in title to the Challenger Mineral Inc. PSA (QLS#836232), and Stone Energy Offshore, L.L.C. PSA (QLS#836234).

⁵The following are subject to a proportionately reduced overriding royalty interest in favor of Chevron, equal to 5% for the Bora Bora and Koho prospects, and 3% for the Bauer A, Plata, Bauer B, and Izzy prospects, at and below the depths, and in and to the prospects as follows:

- Breton Sound 56 S/2, OCS-G 1373/OCS-G 04125 Bauer A 14,800'TVDSS.
- Main Pass 37, OCS-G 01295, Bauer A and/OCS-G 04125, Bauer A/Plata, 8,800' TVDSS.
- Main Pass 38, OCS-G 01623, Bauer B/Plata, 8,800' TVDSS.
- Main Pass 40, OCS-G 00373, Bauer A/Koho, OCS-G 01297, Bauer A/Koho/Plata, 8,800° TVDSS.
- Main Pass 41, OCS-G 00374, Bauer A/Koho, 14,800' TVDSS.

^{*}The above royalty interest is subject to a 0.003000% overriding royalty interest paid to CES

^{**} The above royalty interest is subject to a 2.0% overriding royalty interest paid to Convexx Oil & Gas Inc. (0.45%), Lynn C. Hantel Estate (0.30%), Philip Linsley (0.25%), Donald Theriot (0.30%), Richard Goula (0.15%), H A Resources Inc. (0.30%) and Annabel Lea Bennett (0.25%)

- Main Pass 42, OCS-G 00375, Bauer A, 14,800' TVDSS.
- Main Pass 58 N/2, OCS-G 00378, Koho, 14,800' TVDSS.
- Main Pass 59 NW/4, OCS-G 00379, Koho, 14,800' TVDSS.
- Main Pass 298, OCS-G 01315, Izzy, 8,700' TVDSS.
- Main Pass 299, OCS-G 01316, Izzy, 8,700' TVDSS.
- Bay Marchand 1, SL 1365, Bora Bora, 17,200' TVDSS
- Bay Marchand 2, SL 01366/OCS-G 00369, Bora Bora, 17,200' TVDSS.
- Bay Marchand 3, SL 01367/OCS-G 00370, Bora Bora, 17,200' TVDSS.
- Bay Marchand 4, SL 18637/SL 21297, Bora Bora, 17,200' TVDSS.
- Grand Isle 25, SL 1486, Bora Bora, 17,200' TVDSS.
- South Timbalier 23, OCS-G 0386/OCS-G 0166, Bora Bora, 17,200' TVDSS.

The LEASES:

QLS No. 040015:

Oil and Gas Lease, Main Pass Area, Block 30, dated effective December 1, 1981, from the United States of America, as Lessor, to Texaco Inc., Texasgulf Inc., Elf Aquitaine, Inc., Pogo Producing Company, Tricentrol Resources Inc., Felmont Oil Corporation, and Case-Pomeroy Oil Corporation, as Lessee, bearing Serial No. OCS-G 4903, covering all of Block 30, Main Pass Area, as shown on OCS Official Leasing Map, Louisiana Map No. 10., containing approximately 4,994.55 acres, more or less.

QLS No. 073644:

Oil and Gas Lease of Submerged Lands, Portion of Main Pass Area, Block 37, dated effective June 1, 1962, from the United States of America, as Lessor, to California Oil Company, as Lessee, bearing Serial No. OCS-G 1295, covering Block 37 Main Pass Area, that portion in Zone 3, as that zone is defined in the agreement between the United States and the State of Louisiana, October 12, 1956, as shown on official leasing map La. No. 10, Outer Continental Shelf Leasing Map, Louisiana Offshore Operations, covering approximately 3,285.00 acres, more or less.

QLS No. 040016:

Oil and Gas Lease of Submerged Lands, Portion of Main Pass Area, Block 37, Breton Sound Area, Block 56, dated effective October 1, 1979, from the United States of America, as Lessor, to Shell Oil Company, Florida Gas Exploration Company, Crown Central Petroleum Corporation, Strata Energy, Inc., OCFOGO, Inc. and Pogo Producing Company, as Lessees, bearing Serial No. OCS-G 4125, covering that portion of Block 37 located in Zone 2 as that Zone is defined in the Interim Agreement (October 12, 1956) between the United States and the State of Louisiana; and that portion of Block 56 located in Zone 3 as that Zone is defined in the Interim Agreement (October 12, 1956) between the United States and the State of Louisiana, Main Pass and Breton Sound Areas, as shown on official Leasing Map No. 10, containing approximately 1,738.82 acres, more or less.

QLS No. 081434:

Oil and Gas Lease of Submerged Lands, Main Pass Area, Block 38, dated effective July 1, 1967, from the United States of America, as Lessor, to Chevron Oil Company, as Lessee, bearing Serial No. OCS-G 1623, covering all of Block 38, Main Pass Area, Official Leasing Map, Louisiana Map No. 10, containing approximately 4,994.55 acres, more or less.

QLS No. 073645:

Oil and Gas Lease of Submerged Lands, Main Pass Area, Block 40, dated effective June 1, 1962, from the United States of America, as Lessor, to California Oil Company, as Lessee, bearing Serial No. OCS-G 1297, covering E½ Block 40, Main Pass Area, as shown on official leasing map La. No. 10, Outer Continental Shelf Leasing Map, Louisiana Offshore Operations, containing approximately 2,497.28 acres, more or less.

QLS No. 115429:

State Lease No. 1262, dated effective August 5, 1947, from the State Mineral Board, as Lessor, to The California Company, as Lessee, bearing State Lease No. 1262, covering the West Half (W½) of Tract No. 2738, being Block 40, as shown on map entitled "Main Pass Area, Showing portion of Breton Sound and Gulf of Mexico and Outer Water Bottoms of the State of Louisiana" on file in State Land office and being described as follows: Beginning at a point off the coast of the State of Louisiana 89,485.09 feet South of and 167,049.81 feet East of U.S. Coast and Geodetic Survey Triangulation Station "Mozam 1934"; thence North 14,750 feet; thence East 14,750 feet; thence South 14,750 feet; thence West 14,750 feet to the point of beginning containing 4,994.55 acres, more or less. All bearings based on Louisiana Lambert Place Coordinate System (South Zone).

Decision, Lease Continued, dated September 24, 1954, from the United States to The California Company, whereas, The California Company filed a request for continuance of the State Lease No. 1262 as provided by section 6 of the Outer Continental Shelf Land Act of August 7, 1953. The lease will continue under and pursuant to section 6(b) of the Act, now OCS 0373.

QLS No. 115430:

State Lease No. 1263, dated effective August 5, 1947, from the State Mineral Board, as Lessor, to The California Company, as Lessee, bearing State Lease No. 1263, covering Tract No. 2739, being Block 41, as shown on map entitled "Main Pass Area, Showing portion of Breton Sound and Gulf of Mexico and Outer Water Bottoms of the State of Louisiana" on file in State Land office and being described as follows: Beginning at a point off the coast of the State of Louisiana 89,485.09 feet South of and 152,299.81 feet East of U.S. Coast and Geodetic survey Triangulation Station "Mozam 1934"; thence North 14,750 feet; thence East 14,750 feet; thence South 14,750 feet; thence West 14,750 feet to the point of beginning containing 4,994.55 acres, more or less. All bearings based on Louisiana Lambert Place Coordinate System (South Zone).

Decision, Lease Continued, dated September 17, 1954, from the United States to The California Company, whereas, The California Company filed a request for continuance of the State Lease No. 1263 as provided by section 6 of the Outer Continental Shelf Land Act of August 7, 1953. The lease will continue under and pursuant to section 6(b) of the Act, now OCS 0374.

QLS No. 014118:

State Lease No. 1264, dated effective August 5, 1947, from the State Mineral Board, as Lessor, to The California Company, as Lessee, bearing State Lease No. 1264, covering the East Half (E½) of Tract No. 2740, being Block 42, as shown on map entitled "Main Pass Area, Showing portion of Breton Sound and Gulf of Mexico and Outer Water Bottoms of the State of Louisiana" on file in State Land office and being described as follows: Beginning at a point off the coast of the state of Louisiana 89,485.09 feet South of and 137,549.81 feet East of U.S. Coast and Geodetic survey Triangulation Station "Mozam 1934"; thence North 14,750 feet; thence East 14,750 feet; thence South 14,750 feet; thence West 14,750 feet to the point of beginning containing 4,994.55 acres, more or less. All bearings based on Louisiana Lambert Place Coordinate System (South Zone).

Decision, Lease Continued, dated September 17, 1954, from the United States to The California Company, whereas, The California Company filed a request for continuance of the State Lease No. 1264 as provided by section 6 of the Outer Continental Shelf Land Act of August 7, 1953. The lease will continue under and pursuant to section 6(b) of the Act, now OCS 0375.

QLS No. 076710:

Oil and Gas Lease of Submerged Lands, W/2 Main Pass Area, Block 42, dated effective May 1, 1964, from the United States of America, as Lessor, to California Oil Company, as Lessee, bearing Serial No. OCS-G 1367, covering W½ of Block 42, Main Pass Area, as shown on official leasing map LA. No. 10, Outer Continental Shelf Leasing Map, Louisiana Offshore Operations, containing approximately 2,497.28 acres, more or less.

QLS No. 095225:

Oil and Gas Lease of Submerged Lands, Main Pass Area, Portion of Block 43 and Block 44, dated effective April 1, 1976, from the United States of America, as Lessor, to Chevron Oil Company, as Lessee, bearing Serial No. OCS-G 3338, covering W½ W½ NW¼, NW¼ SW¼, W½ NE¼ SW¼ of Block 43, and SE¼ NE¼, NE¼ SE¼ of Block 44, Main Pass Area, as shown on OCS Official Leasing Map, Louisiana Map No. 10, containing approximately 1,404.72 acres, more or less.

QLS No. 014121:

State Lease No. 1274, dated effective August 5, 1947, from the State Mineral Board, as Lessor, to The California Company, as Lessee, bearing State Lease No. 1274, covering the Northeast Quarter (NE¼) of Block 57, as shown on map entitled "Main Pass Area, Showing Portion of Breton Sound and Gulf of Mexico and Outer Water Bottoms of the State of Louisiana" on file in State Land office and being described as follows: Beginning at a point off the coast of the state of Louisiana 104,235.09 feet South of and 137,549.81 feet East of U.S. Coast and Geodetic survey Triangulation Station "Mozam 1934"; thence North 14,750 feet; thence East 14,750 feet; thence South 14,750 feet; thence West 14,750 feet to the point of beginning containing 4,994.55 acres, more or less. All bearings based on Louisiana Lambert Place Coordinate System (South Zone), containing 1,248.6375 acres, more or less.

Decision, Lease Continued, dated September 30, 1954, from the United States to The California Company, whereas, The California Company filed a request for continuance of the State Lease No. 1274 as provided by section 6 of the Outer Continental Shelf Land Act of August 7, 1953. The lease will continue under and pursuant to section 6(b) of the Act, now OCS 0377.

QLS No. 014122:

State Lease No. 1275, dated effective August 5, 1947, from the State Mineral Board, as Lessor, to The California Company, as Lessee, bearing State Lease No. 1275, covering the North Half (N½) of Block 58, as shown on map entitled "Main Pass Area, Showing Portion of Breton Sound and Gulf of Mexico and Outer Water Bottoms of the State of Louisiana" on file in State Land office and being described as follows: Beginning at a point off the coast of the state of Louisiana 104,235.09 feet South of and 152,299.81 feet East of U.S. Coast and Geodetic survey Triangulation Station "Mozam 1934"; thence North 14,750 feet; thence East 14,750 feet; thence South 14,750 feet; thence West 14,750 feet to the point of beginning containing 4,994.55 acres, more or less. All bearings based on Louisiana Lambert Place Coordinate System (South Zone), containing 2,497.275 acres, more or less.

Decision, Lease Continued, dated September 24, 1954, from the United States to The California Company, whereas, The California Company filed a request for continuance of the State Lease No. 1275 as provided

by section 6 of the Outer Continental Shelf Land Act of August 7, 1953. The lease will continue under and pursuant to section 6(b) of the Act, now OCS 0378.

QLS No. 014123:

State Lease No. 1276, dated effective August 5, 1947, from the State Mineral Board, as Lessor, to The California Company, as Lessee, bearing State Lease No. 1276, covering the Northwest Quarter (NW¼) of Tract No. 2757, being Block 59, as shown on map entitled "Main Pass Area, Showing Portion of Breton Sound and Gulf of Mexico and Outer Water Bottoms of the State of Louisiana" on file in State Land office and being described as follows: Beginning at a point off the coast of the state of Louisiana 104,235.09 feet South of and 167,049.81 feet East of U.S. Coast and Geodetic survey Triangulation Station "Mozam 1934"; thence North 14,750 feet; thence East 14,750 feet; thence South 14,750 feet; thence West 14,750 feet to the point of beginning containing 4,994.55 acres, more or less. All bearings based on Louisiana Lambert Place Coordinate System (South Zone), containing 1,248.6375 acres, more or less.

Decision, Lease Continued, dated October 1, 1954, from the United States to The California Company, whereas, The California Company filed a request for continuance of the State Lease No. 1276 as provided by section 6 of the Outer Continental Shelf Land Act of August 7, 1953. The lease will continue under and pursuant to section 6(b) of the Act, now OCS 0379.

QLS No. 034357:

Oil and Gas Lease of Submerged Lands, Main Pass Area, Block 59, dated effective July 1, 1975, from the United States of America, as Lessor, to Amoco Production Company (50%), Texasgulf Inc. (25%) and Northern Natural Gas Company (25%), as Lessee, bearing Serial No. OCS-G 3194, covering South Half (S½), Northeast Quarter (NE¼) of Block 59, Main Pass Area, that portion located in Zone 3 as that zone was defined in the agreement between the United States and the State of Louisiana, October 12, 1956, and landward of the Third Supplemental Decree Line (404 U.S. 388 (December 20, 1971)), OCS Official Leasing Map, Louisiana Map No. 10, containing approximately 1,406.00 acres, more or less.

QLS No. 034353:

Oil and Gas Lease of Submerged Lands, Main Pass Area, Block 59, dated effective July 1, 1986, from the United States of America, as Lessor, to Murphy Oil U.S.A. Inc. (25%), Elf Aquitaine, Inc. (25%), Odeco Oil & Gas Company (25%) and BelNorth Petroleum Corporation, as Lessee, bearing Serial No. OCS-G 8461, covering a portion of the South Half (S½), Northeast Quarter (NE¼) of Block 59, Main Pass Area, OCS Official Leasing Map, Louisiana Map No. 10, containing approximately 2,339.91 acres, more or less.

QLS No. 073658:

Oil and Gas Lease of Submerged Lands, Main Pass Area, Block 127, dated effective June 1, 1962, from the United States of America, as Lessor, to California Oil Company, as Lessee, bearing Serial No. OCS-G 1312, covering all of Block 127 Main Pass Area, as shown on Official leasing map, La. No. 10, Outer Continental Shelf Lasing Map, Louisiana Offshore Operations, containing approximately 4,994.55 acres, more or less.

QLS No. 115449:

Oil and Gas Lease of Submerged Lands, Main Pass Area, Block 43, Breton Sound Area, Block 54, dated effective May 1, 1966, from the United States of America, as Lessor, to Chevron Oil Company, as Lessee, bearing Serial No. OCS-G 1452, covering Tract No. La. 1705, Main Pass Area Block 43, NE¼; E½ NW¼; E½ W½ NW¼, Breton Sound Area, Block 54, S½ S½ SE¼; S½ SE¼ SW¼; SE¾ SW¼ SW¼, Official Leasing Map, Louisiana Map No. 10, containing approximately 2,731.40 acres, more or less.

OLS No. 076715:

Oil and Gas Lease of Submerged Lands, Breton Sound Area, Block 55, dated effective May 1, 1964, from the United States of America, as Lessor, to California Oil Company, as Lessee, bearing Serial No. OCS-G 1372, covering South Half (S½) Block 55, Breton Sound Area, as shown on official leasing map, LA. No. 10, Outer Continental Shelf Leasing Map, Louisiana Offshore Operations, containing approximately 2,497.28 acres, more or less.

QLS No. 076716:

Oil and Gas Lease of Submerged Lands, Breton Sound Area, Block 56, dated effective May 1, 1964, from the United States of America, as Lessor, to California Oil Company, as Lessee, bearing Serial No. OCS-G 1373, covering South Half (S½) Block 56, Breton Sound Area, that portion in Zone 2, as that zone is defined in the agreement between the United States and the State of Louisiana, October 12, 1956, as shown on official leasing map, LA. No. 10, Outer Continental Shelf Leasing Map, Louisiana Offshore Operations, containing approximately 2,468.00 acres, more or less.

QLS No. 095435:

Oil and Gas Lease of Submerged Lands, Breton Sound Area, Block 56, dated effective October 1, 1979, from the United States of America, as Lessor, to Chevron U.S.A. Inc., as Lessee, bearing Serial No. OCS-G 4123, covering North Half (N½) Block 56, Breton Sound Area, as shown on OCS Official Leasing Map, Louisiana Map No. 10, containing approximately 2,497.275 acres, more or less.

Non QLS No. Leases:

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, dated effective June 1, 2018, from the United States of America, as Lessor, to Cantium, LLC, as Lessee, bearing Serial No. OCS-G 36228, covering all of Block 39, Main Pass Area, OCS Leasing Map, Louisiana Map No. 10, containing approximately 4,994.55 acres, more or less.

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, dated effective June 1, 2018, from the United States of America, as Lessor, to Cantium, LLC, as Lessee, bearing Serial No. OCS-G 36229, that portion of Block 42, Breton Sound Area, OCS Leasing Map No. 10B, seaward of the 1975 Supreme Court Decree Line and landward of the line established pursuant to Section 8(g) of the OCS Lands Act as amended specifically described in the therein attached OCS Block Diagram, containing approximately 4,551.84 acres, more or less.

The UNITS:

QLS No. 111980:

Main Pass Block 40 Unit Agreement, Offshore Louisiana, Gulf of Mexico, dated June 11, 1957, but effective and approved on June 24, 1957, by the California Oil Company, pooling the following described land as shown on the United States Official Leasing Map for the Main Pass and Breton Sound Areas to constitute the Main Pass 40 Unit Area being the Unit Agreement Number 14-08-001-3847, covering the West Half of Block 40, All of Block 41, East Half of Block 42, Northeast Quarter of Block 57, North Half of Block 58, and Northwest Quarter of Block 59, all being in the Main Pass Area, and containing 14,983.67 acres, more or less.

QLS No. 039774:

Unit Agreement for Outer Continental Shelf Development and Production Operations on the 6050' Sand Reservoir C Unit, dated June 6, 2000, but effective and approved on April 1, 2000, between Chevron

U.S.A. Inc. and Ridgelake Energy Inc., pooling portions of Leases OCS-G 3194 and OCS-G 8461, within Main Pass Block 59 to constitute the 6050' Sand Reservoir C Unit Area being the Unit Agreement No. 754300007, containing 472.30 acres, more or less. *Notice Provision – Article XIX.19.2*.

The ROWs:

OLS No. 040233:

Pipeline Right of Way OCS-G 8940; Segment No. 8128, dated October 15, 1987, issued by the Minerals Management Service, to and in favor of Texaco, Inc. for the installation, operation, and maintenance of a 6 5/8-inch pipeline, 8.66 miles in length, to transport gas from the Main Pass Area, Block 30, Platform "A" platform across Blocks 27, 28 and 20, Main Pass Area, to a subsea tie-in to a 24-inch pipeline, (OCS-G 1689) in Block 25, Breton Sound Area.

QLS No. 827999:

Pipeline Right of Way OCS-G 28264; Segment No. 16012, dated July 30, 2007, issued by the Minerals Management Service, to and in favor of Chevron U.S.A. Inc. for the installation, operation, and maintenance of a 6-inch pipeline, 2.42 miles in length, to transport gas from the Main Pass Area Block 30 "A" platform through Breton Sound Area Block 41 to the "BD" platform located in Breton Sound Area Block 56.

QLS No. 934522:

Pipeline Right of Way OCS-G 29239; Segment No. 19106, dated July 10, 2014, issued by the Bureau of Safety and Environmental Enforcement, to and in favor of Chevron U.S.A. Inc. for the installation, operation, and maintenance of a bidirectional 6 5/8-inch pipeline, 2.46 miles in length, to transport gas from the Main Pass Area Block 30 "A" platform through Breton Sound Area Block 41 to the "BD" platform located in Breton Sound Area Block 56.

QLS No. 865419:

Pipeline Right of Way OCS-G 29095; Segment No. 18313, dated October 5, 2011, issued by the Bureau of Safety and Environmental Enforcement, to and in favor of Chevron U.S.A. Inc. for the installation, operation, and maintenance of a 8 5/8-inch pipeline, 5.89 miles in length, to transport oil from Platform D in Block 42 through Blocks 43 and 44 to the Federal/State boundary in Block 55, all located in Main Pass Area.

QLS No. 868964:

Pipeline Right of Way, State of Louisiana No. 5325, dated July 13, 2011, issued by the State of Louisiana to and in favor of Chevron U.S.A. Inc. for the installation, operation, and maintenance of a 3899.84' (236.35 rods) 8" oil pipeline from the State/Federal three-mile line, located in Main Pass Block 55, to the Shell 20" pipeline located in the same block.

End of MAIN PASS 41 FIELD

MAIN PASS 299 FIELD

The ASSETS:

The AREAS and LEASE Summary:

Area/Block	Lease	Description/Acreage	Depths	Record Title / Operating Rights Interest	Net Revenue Interest
Main Pass Area, Block 142	OCS-G 1313	All of Block 142, covering 4,994.55, more or less	All Depths	100.00000% RT	78.33333%
Main Pass Area, Block 298	OCS-G 1315	All of Block 298, covering 4,560.81 acres, more or less	All Depths	100.00000% RT	78.33333% ⁵
Main Pass Area, Block 299	OCS-G 1316	A portion of Block 299, less and except, those depths specified in OCS- G12362	All Depths	100.00000% RT	78.33333% ⁵
		All of Block 300, covering 4,560.81 acres, more or less	N/A	100.00000% RT	78.33333%
Main Pass Area, Block 300	OCS-G 1317	A portion of Block 300, to wit: S½ SE½ SE½; NW½ SE½ SE½ SE½	All depths from the surface down to the subsea depth of 100' below the stratigraph ic equivalent of 7368' TVD	NONE	7.50000% ORRI
			N/A	100.00000% RT	78.33333%
Main Pass Area, Block 144	OCS-G 1634	All of Block 144, containing 4,994.55 acres, more or less	All depths below the subsea depths of 18,000 feet down to 99,999 feet.	75.00000% OR	58.750000%

Main Pass 299 Unit, Unit Agreement No. 14-08- 001-8850	OCS-G 1313 OCS-G 1315 OCS-G 1316 OCS-G 1317	All of Blocks 142, 298, Block 299 (excluding OCS-G12362, N½ and N½ S½ of Block 300), containing a total of 17,536.78 acres, more or less	All Depths	100.000	00% WI
	1851 ROW at No. 350	Platform "A" in Block 144, Main Pass Area across Block 143, Main Pass Area, to Platform "A" in Block 298, Main Pass Area		100.00000% RT	N/A
OCS-G 28675 ROW Segment No. 18896		Platform A in Block 298, through Block 299, to Platform B, all located in Main Pass Area, South and East Addition		100.00000% RT	N/A
OCS-G 28679 ROW Segment No. 18239 Platform A in Block 298, through Block 299, to Platform B in Block 298, all in the Main Pass Area		100.00000% RT	N/A		
1	9244 ROW No. 19122	Platform D in Block 2 terminating at Platform B in all located in Main Pas	Block 300,	100.00000% RT	N/A

^{*} Overriding Royalty of an undivided six and one-quarter percent (6.25%) of six-sixths (6/6) overriding royalty interest as noted in QLS#033821 below.

⁵The following are subject to a proportionately reduced overriding royalty interest in favor of Chevron, equal to 5% for the Bora Bora and Koho prospects, and 3% for the Bauer A, Plata, Bauer B, and Izzy prospects, at and below the depths, and in and to the prospects as follows:

- Breton Sound 56 S/2, OCS-G 1373/OCS-G 04125 Bauer A 14,800'TVDSS.
- Main Pass 37, OCS-G 01295, Bauer A / OCS-G 04125, Bauer A/Plata, 8,800' TVDSS.
- Main Pass 38, OCS-G 01623, Bauer B/Plata, 8,800' TVDSS.
- Main Pass 40, OCS-G 00373, Bauer A/Koho, OCS-G 01297, Bauer A/Koho/Plata, 8,800°
 TVDSS.
- Main Pass 41, OCS-G 00374, Bauer A/Koho, 14,800' TVDSS.
- Main Pass 42, OCS-G 00375, Bauer A, 14,800' TVDSS.
- Main Pass 58 N/2, OCS-G 00378, Koho, 14,800' TVDSS.
- Main Pass 59 NW/4, OCS-G 00379, Koho, 14,800' TVDSS.
- Main Pass 298, OCS-G 01315, Izzy, 8,700' TVDSS.
- Main Pass 299, OCS-G 01316, Izzy, 8,700' TVDSS.
- Bay Marchand 1, SL 1365, Bora Bora, 17,200' TVDSS
- Bay Marchand 2, SL 01366/OCS-G 00369, Bora Bora, 17,200' TVDSS.
- Bay Marchand 3, SL 01367/OCS-G 00370, Bora Bora, 17,200' TVDSS.
- Bay Marchand 4, SL 18637/SL 21297, Bora Bora, 17,200' TVDSS.
- Grand Isle 25, SL 1486, Bora Bora, 17,200' TVDSS.
- South Timbalier 23, OCS-G 0386/OCS-G 0166, Bora Bora, 17,200' TVDSS.

The LEASES:

QLS No. 073659:

Oil and Gas Lease of Submerged Lands, Main Pass Area, Block 142, dated effective June 1, 1962, from the United States of America, as Lessor, to California Oil Company, as Lessee, bearing Serial No. OCS-G 1313, covering all of Block 142 Main Pass Area, as shown on official leasing map La. No. 10, Outer Continental Shelf Leasing Map, Louisiana Offshore Operations, covering approximately 4,994.55 acres, more or less.

QLS No. 073660:

Oil and Gas Lease of Submerged Lands, Main Pass Area, Block 298, dated effective June 1, 1962, from the United States of America, as Lessor, to California Oil Company, as Lessee, bearing Serial No. OCS-G 1315, covering all of Block 298 Main Pass Area, South and East Addition, as shown on official leasing map La. No. 10A, Outer Continental Shelf Leasing Map, Louisiana Offshore Operations, covering approximately 4,560.81 acres, more or less.

QLS No. 073661:

Oil and Gas Lease of Submerged Lands, Main Pass Area, Block 299, dated effective June 1, 1962, from the United States of America, as Lessor, to California Oil Company, as Lessee, bearing Serial No. OCS-G 1316, covering all of Block 299 Main Pass Area, South and East Addition, as shown on official leasing map La. No. 10A, Outer Continental Shelf Leasing Map, Louisiana Offshore Operations, covering approximately 4,560.81 acres, more or less.

QLS No. 073662:

Oil and Gas Lease of Submerged Lands, Main Pass Area, Block 300, dated effective June 1, 1962, from the United States of America, as Lessor, to California Oil Company, as Lessee, bearing Serial No. OCS-G 1317, covering all of Block 300 Main Pass Area, South and East Addition, (3144.56 acres in Zone 3 and 1416.25 acres in Zone 4, as those zones are defined in the agreement between the United States and the State of Louisiana, October 12, 1956,) as shown on official leasing map La. No. 10A, Outer Continental Shelf Leasing Map, Louisiana Offshore Operations, containing approximately 4,560.81 acres.

QLS No. 112927:

Oil and Gas Lease of Submerged Lands, Main Pass Area, Block 144, dated effective July 1, 1967, from the United States of America, as Lessor, to Chevron Oil Co. (50%) and Mobil Oil Corp. (50%), as Lessee, bearing Serial No. OCS-G 1634, covering all of Block 144, Main Pass Area, Official Leasing Map, Louisiana Map No. 10, containing approximately 4,994.55 acres.

The UNITS:

QLS No. 117076:

Main Pass Block 299 Unit Agreement, Gulf of Mexico, Off The Louisiana Coast, Unit Agreement No. 14-08-0001 8850, entered into this May 1, 1967, by Chevron Oil Company as owner of the oil and gas leases within the Unit Area, being all of land, as shown on the United States Official Leasing Maps for the Main Pass Area, covering OCS-G-1313 Main Pass 142, OCS-G-1315 Main Pass 298, OCS-G-1316 Main Pass 299 and OCS-G-1317 Main Pass 300, containing a total of 18,676.98 acres, more or less.

The ROWs:

QLS No. 894714:

Right-of-Way, OCS-G 4851, Segment No. 0350, dated effective August 18, 1981, issued by the Bureau of Land Management in favor of Chevron Pipe Line Company ("CPL") for the maintenance and operation

of an existing 4.76 miles in length 6 5/8-inch crude oil pipeline connecting Platform "A" in Block 144, Main Pass Area across Block 143, Main Pass Area, to Platform "A" in Block 298, Main Pass Area.

QLS No. 907283:

Right-of-Way, OCS-G 28675, Segment No. 18896, dated effective March 18, 2013, issued by the Bureau of Safety and Environmental Enforcement in favor of Chevron U.S.A. Inc. for a 200-foot wide right-of-way to operate and maintain an 8-10" pipeline, 2.87 miles in length, to transport oil from Platform A in Block 298, through Block 299, to Platform B, all located in Main Pass Area, South and East Addition.

QLS No. 918858:

Right-of-Way, OCS-G 28679, Segment No. 188239, dated effective March 18, 2013, issued by the Bureau of Safety and Environmental Enforcement in favor of Chevron U.S.A. Inc. for a 200-foot wide right-of-way to operate and maintain an 8.625 inch pipeline, 2.67 miles in length, to transport oil from Platform A in Block 298, through Block 299, to Platform B in Block 298, all in the Main Pass Area.

QLS No. 934520:

Right-of-Way, OCS-G 29244, Segment No. 19122, dated effective August 13, 2014, issued by the Bureau of Safety and Environmental Enforcement in favor of Chevron U.S.A. Inc. for a 5 5/8-inch pipeline, 2.39 miles in length, to transport bulk oil originating from Platform D in Block 299 and terminating at Platform B in Block 300, all located in Main Pass Area.

End of MAIN PASS 299 FIELD

MAIN PASS 313 FIELD

The ASSETS:

The AREAS and LEASE Summary:

Area/Block	Lease	Description/Acreage	Depths	Record Title / Operating Rights Interest	Net Revenue Interest
Main Pass Area, Block 313	OCS-G 4127	All of Block 313, covering 4,999.96 acres, more or less	All Depths	100.00000% RT	78.33333%

The LEASES:

QLS No. 109223:

Oil and Gas Lease of Submerged Lands, Main Pass Area, Block 313, dated effective October 1, 1979, from the United States of America, as Lessor, to Gulf Oil Corporation, as Lessee, bearing Serial No. OCS-G 4127, covering all of Block 313, Main Pass Area, South and East Addition, as shown on OCS Official Leasing Map, Louisiana Map No. 10A, containing approximately 4,999.96 acres, more or less.

End of MAIN PASS 313 FIELD

End of Exhibit A-2 - MAIN PASS FIELDS

END OF EXHIBIT A – LIST OF ASSETS

Exhibit B

Written Consent

[See attached.]

WRITTEN CONSENT OF THE SOLE MEMBER OF CANTIUM, LLC

(a Delaware limited liability company)

April 29, 2022

The undersigned, Cantium Management, LLC, a Delaware limited liability company (the "Sole Member") being the sole member of Cantium, LLC, a Delaware limited liability company (the "Borrower"), does hereby consent to and adopt the resolutions set forth below and authorize the taking of actions specified therein without a meeting, by written consent. Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Credit Agreement (as defined below). The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined.

Amended and Restated Credit Agreement

WHEREAS, the Borrower desires to enter into the Amended and Restated Credit Agreement (as the same may from time to time be amended, amended and restated, restated, modified, supplemented, extended, renewed or replaced, the "Credit Agreement"), among the Borrower, Regions Bank, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") and as issuing lender, and the lenders party thereto from time to time (the "Lenders"), pursuant to which the Lenders will, from time to time, make certain revolving loans, to or on behalf of the Borrower in an aggregate principal amount not to exceed Two Hundred and Fifty Million Dollars (\$250,000,000);

WHEREAS, as a condition precedent to funding of the loan, the Borrower is required to enter into the Credit Agreement, and the Borrower is required, or may deem it necessary or appropriate, (a) to execute, deliver and perform its obligations under the Credit Agreement, the Guaranty, the Mortgages, the Account Control Agreements and the other Security Instruments and one or more commitment letters, engagement letters, term sheets, fee letters, letter of credit agreements, letters of credit, promissory notes, deeds of trust, mortgages, fixture filings, assignments of production and/or as-extracted collateral, security agreements, pledge agreements, guaranty agreements, escrow agreements, intercreditor agreements, control agreements (including deposit account control agreements), securities account control agreements, commodity account control agreements, subordination agreements, equity interest transfer powers, payoff letters, indemnities, licenses, supplemental indentures, assignments, contribution deeds, deeds of pledge or charge, undertakings, reaffirmations, comfort letters, consents, reports, waivers, releases, addenda, purchase agreements, powers of attorney, affidavits, certifications, requests, supplements (including supplements to loan documents or schedules), notices, and other agreements, documents, instruments, contracts, financing statements or certificates, as each of the foregoing may be amended, amended and restated, modified, supplemented, extended, renewed or replaced from time to time (all of the foregoing referred to above, including the Credit Agreement, are collectively referred to herein as the "Credit Documents"); and (b) to take such other actions, including, without limitation, (i) incur the indebtedness under the Credit Agreement, (ii) the grant of liens on all or substantially all of its assets (including, without limitation, the pledge of equity interests in its subsidiaries and other persons) in favor of the Administrative Agent or other agents or trustees, on behalf of the secured parties described or named in the Credit Documents, to secure any or all indebtedness, obligations or other liabilities of the Loan Parties, the other Credit Documents and hedging agreements and treasury management agreements between the Loan Parties and the Secured Parties, and all other obligations under or described in the Credit Documents (including, without limitation, all Obligations), (iii) the guarantee of all Obligations, (iv) the filing of UCC financing statements or amendments thereto, or other filings necessary to perfect or give notice of liens, (v) the filing of the

Mortgages and any other deeds of trust or mortgages, and any amendments, amendments and restatements, restatements, modifications or supplements thereto, necessary to perfect or give notice of liens, (vi) the delivery of equity interest transfer powers and equity certificates, (vii) the payment of fees, costs and expenses, (viii) the giving of notices, the designation of persons authorized to act, and (ix) other actions as may be necessary or appropriate to consummate the transactions contemplated by the Credit Agreement, and perform the Credit Documents, including, without limitation, the execution, delivery and filing of mortgages, amendments, amendments and restatements, restatements, supplements, modifications, renewals and/or extensions of mortgages and other collateral documents (collectively, "Related Actions");

WHEREAS, the Sole Member desires to authorize and consent to the execution and delivery of and the performance by the Borrower of its obligations and agreements under the Credit Documents and the taking of any and all Related Actions;

WHEREAS, pursuant to the Credit Agreement, the Borrower may be required to consummate certain transactions after the effective date of the Credit Agreement (collectively, the "Post Effective Date Transactions"), including, without limitation, the execution, delivery and filing of mortgages, other collateral documents, and amendments, amendments and restatements, restatements, supplements, modifications, renewals and/or extensions of mortgages and other collateral documents (the "Post-Closing Documents");

WHEREAS, the Sole Member desires to authorize and consent to the execution, delivery and performance of the Post-Closing Documents and the consummation of the other Post Effective Date Transactions by or on behalf of the Borrower;

WHEREAS, in connection with the Credit Agreement the Borrower is required to enter into hedge transactions and otherwise desires to enter into hedge transactions from time to time to manage the risks associated with its business, which may include, without limitation, (i) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, puts, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (ii) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (such transactions are hereinafter referred to as "Hedging Transactions" and all agreements, documents, instruments, schedules and certificates entered into in connection therewith, the "Hedge Contracts");

WHEREAS, the Sole Member desires to authorize and consent to the execution, delivery and performance of the Hedge Contracts and the consummation of the other Hedging Transactions by or on behalf of the Borrower;

WHEREAS, without limitation to the other matters set forth in this written consent, the Sole Member desires to (a) ratify, approve, confirm and adopt the obligations of the Borrower under each Credit Document to which the Borrower is or becomes a party, including all such obligations as they may be amended, amended and restated, restated, modified, supplemented, renewed, extended or increased by (or as provisions thereof may be waived by) the Credit Agreement, the other Credit Documents, and the Hedge

Contracts (or any Post-Closing Document), and (b) ratify, approve, confirm and adopt all actions heretofore taken by or on behalf of the Borrower with respect to the matters contemplated by this written consent;

WHEREAS, the Sole Member has determined that the Credit Documents, the Related Actions, the Post-Closing Documents, the Post Effective Date Transactions, the Hedge Contracts, and the Hedging Transactions are necessary or convenient to the conduct, promotion or attainment of the business of the Borrower, and that it is advisable and in the best interest of the Borrower to enter into such documents and/or perform its respective obligations with respect thereto; and

WHEREAS, the Sole Member desires to authorize and consent to the Borrower taking the actions permitted to be taken by the Borrower pursuant to this written consent, and to take such other actions as the Borrower, through its Authorized Officers (as defined below), deems necessary or appropriate to carry out the intent of this written consent.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

RESOLVED, that the chief executive officer, chief operating officer, chief financial officer, chief commercial officer, president, and any executive vice president, vice president, general partner, manager, managing director, treasurer, secretary, assistant secretary, or any other duly authorized representative of the Borrower shall constitute an authorized officer (each, an "Authorized Officer") of the Borrower, as applicable;

RESOLVED, that the Credit Agreement, the other Credit Documents, the taking of any and all Related Actions, the Post-Closing Documents, the Post Effective Date Transactions, the Hedge Contracts, and the Hedging Transactions, and each of them, are hereby, ratified, confirmed, approved and adopted in all respects on the terms determined by the applicable Authorized Officers as set forth in the final forms thereof and the applicable Authorized Officers be, and each of them hereby is, authorized to execute and deliver the Credit Agreement and the other Credit Documents, the Post-Closing Documents, and the Hedge Contracts in the name and on behalf of the Borrower and to perform the Borrower's obligations thereunder, and to take all actions in accordance therewith that any of them may deem necessary or advisable to consummate the transactions contemplated thereby, and the actions of such Authorized Officers in negotiating the terms of, and in executing and delivering, the Credit Agreement and each other Credit Document, the Post-Closing Documents, and the Hedge Contracts on behalf of the Borrower be, and they hereby are, ratified, confirmed, approved and adopted;

RESOLVED, that the Authorized Officers of the Borrower be, and each of them hereby is, authorized to take such actions, and to execute and deliver such documents as may be necessary or advisable, in the name and on behalf of the Borrower, to accomplish the Related Actions, the Post Effective Date Transactions, and the Hedging Transactions, and to perform the Borrower's obligations under any such documents, and such actions of such Authorized Officers, including the negotiation of terms of and the execution and delivery of any such document, be, and they hereby are, ratified, confirmed, approved and adopted;

RESOLVED, that the Sole Member hereby authorizes, consents to, ratifies, approves, confirms and adopts all actions heretofore taken by or on behalf of the Borrower with respect to the matters contemplated by this written consent;

RESOLVED, that the Borrower is authorized to execute and deliver the Credit Agreement, Credit Documents, Post-Closing Documents, Hedge Contracts, and all other related documents, any of which may include a confession of judgment clause for the purpose of authorizing the use of executory process, waive

the benefit of appraisement and statutory delays, and contain such other Louisiana security clauses as are customary in transactions of similar size, nature and complexity;

RESOLVED, that the applicable Authorized Officers be, and each of them hereby is, authorized to execute and deliver any amendments, amendments and restatements, restatements, modifications, or supplements to, any reaffirmations of, and any waivers or consents under, any Credit Documents, any Post-Closing Documents, and any Hedge Contracts (including without limitation, any extensions for any period, any increases, and any restructuring, refinancing or rearrangement of obligations therewith) in the name and on behalf of the Borrower and to perform the Borrower's obligations under any such agreement (and any Credit Document, Post-Closing Document, or Hedge Contract as amended thereby), and to take all actions in accordance therewith that any of them may deem necessary or advisable to consummate the transactions contemplated thereby (and any Credit Document, Post-Closing Document, or Hedge Contract as amended thereby), and the actions of such Authorized Officers in negotiating the terms of, and in executing and delivering, any such agreement upon the terms set forth in the final form thereof be, and they hereby are, ratified, confirmed, approved and adopted;

RESOLVED, that the Borrower is hereby authorized to take actions pursuant to these resolutions, and to take such other actions as the Borrower, through its Authorized Officers, deems necessary or appropriate to carry out the intent of this written consent;

RESOLVED, that any Authorized Officer, of the Borrower is hereby authorized, empowered and directed to certify these resolutions to the Administrative Agent, the Lenders and others;

RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any Related Action or other action to be taken in accordance with any requirement of any of the Credit Documents or other agreements or instruments described in the foregoing resolutions, shall in no manner derogate from the authority of the Authorized Officers to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

RESOLVED, that the applicable Authorized Officers be, and each of them hereby is, authorized and directed to take all such further action and to execute and deliver all such further agreements, instruments and documents, in the name of and on behalf of the Borrower, under its corporate seal or otherwise, and to pay all such fees, expenses and taxes, as in his or her judgment shall be necessary, proper and advisable in order to fully carry out the intent and to accomplish the purposes of the foregoing resolutions; and

RESOLVED, that, if an Event of Default has occurred and is continuing, the Sole Member hereby consents to the admission of the Administrative Agent, any other secured party described or named in the Credit Documents, or a third party assignee, transferee or designee of the Administrative Agent as an additional member or substitute member, as applicable, of the Borrower, with all rights and responsibilities of a member of the Borrower under the limited liability company agreement (or equivalent agreement) of the Borrower.

RESOLVED, that this written consent may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and all of which shall together constitute one and the same instrument. Counterparts and executed signature pages transmitted by facsimile or email shall be valid as originals.

[COUNTERPART SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned, being the Sole Member of the Borrower, has executed this written consent as of the date first written above.

CANTIUM MANAGEMENT, LLC a Delaware limited liability company

By:

Name: Kenneth H. Beer

Title: Chief Financial Officer